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#### Current Topics.

##### The Declaration of London.

A FURTHER change in the adoption of the Declaration of London has been made by an Order in Council, which we print elsewhere. By Art. 57 of the Declaration it is provided that "subject to the provisions respecting transfer to another flag, the neutral or enemy character of a vessel is determined by the flag which it is entitled to fly." This is now excluded, and, in lieu of it, "British Prize Courts shall apply the rules and principles formerly observed in such courts." As regards vessels sailing under the enemy flag, the British rule is that the flag is conclusive, and it may be that this applies also to vessels sailing under a neutral flag. "It has been decided," said Sir WILLIAM SCOTT in *The Elizabeth* (5 Ch. Rob., p. 4), "that a vessel sailing under the colours and pass of a nation is to be considered as clothed with the national character of that country." If this is so, then Art. 57 does no more than represent British prize law.

##### Enemy Owners and the Neutral Flag.

BUT IT is probably correct to say that the flag is only conclusive when it is the enemy flag, and that where a ship is flying a neutral flag it is permissible to go behind the flag and enquire into the nationality of the owners. This is the view taken by Prof. HOLLAND in his *Manual of Prize Law*, where he says (Art. 51), "The flag and pass of a neutral Government are not conclusive in favour of the neutral character of a vessel, which depends on her being the property of neutral subjects"; but for this he gives no authority. We understand that there are German interests in certain neutral ships, while it is probable that there are also British interests in other neutral ships, so that the abrogation of Art. 57, and the confiscation of enemy interests in neutral ships—if that is really permissible—will tell both ways, but more, no doubt, against Germany than Great Britain. It seems, however, unfortunate that this further interference with neutral vessels should occur when the American Note on our interference with such shipping is still awaited. We notice that Lord ROBERT CECIL, in answer to a question whether the Government is at length going to put forth its full strength in respect of sea power, says that the Government ever since he has been a member of it,

"has put forward the whole of its strength, and exercised all its belligerent powers in order to bring this war to a conclusion, and always will do so." But, of course, it is a question of belligerent rights as well as powers. The result of the full exercise of belligerent powers we see in Belgium. The British Foreign Office, no doubt, has a difficult part to play, but we doubt the expediency of altering the Prize Law from time to time to suit current emergencies. Prof. HOLLAND suggests in a letter to the *Times* of 28th inst. that a comprehensive Order in Council should be issued dealing with relaxations of the rules of Prize Law, and that the Declaration of London should be abandoned altogether; but we fear this would be too difficult a step at the present time.

#### Repayment of Licence Duty.

A CORRESPONDENT raised recently (59 SOLICITORS' JOURNAL, p. 786) a question as to the effect of the provision of Finance Act, 1914 (Session 2), s. 9, in cases where the licence-holder has recouped himself for part of the increase in the licence duty under the Finance Act, 1910, by deduction from rent or otherwise. Section 9 of the Act of 1914 applies where the hours of consumption on licensed premises have been shortened under the Intoxicating Liquor (Temporary Restriction) Act, 1914, and the licence-holder is then entitled to a certain repayment of duty as mentioned in the section. Nothing is said as to the relation of this provision to the provisions in the Finance Acts of 1910 and 1912 with reference to allowance by landlords of a part of the increase in the duties on tied and free houses respectively, and we doubt whether the draftsman had these provisions in view, any more than the draftsman of section 2 of the Act of 1912 realized the nature of the subject with which he was dealing. And since section 9 of the Act of 1914 makes no provision for giving the landlord the benefit of the repayment, we do not suppose that he can claim any such benefit. Nor, indeed, is there any reason why he should. His rent is fixed, and he suffers in no way from the temporary restriction of hours. Nor is the licence-holder bound to bring into account with the Revenue Authorities any sum he has recovered from his landlord. Section 9 speaks of the "duty paid by him in respect of the licence," and he has paid the whole duty, notwithstanding that to a certain extent he is recouped by the landlord. Hence we think that the repayment of duty by the Revenue directed by section 9 must be made as though nothing had been recovered from the landlord. Probably the equity of the case would be met by calculating the repayment on the residue of duty paid after allowing for the landlord's share; but the cases decided on the Act of 1912—see, for example, *Bodega Co. v. Martin* (ante, p. 10)—sufficiently shew that no equitable construction of such statutes is recognized. We shall be glad, however, to receive any expression of opinion on the matter.

#### Touting for Accident Cases.

IN THE course of a recent inquest Dr. WALDO made some pointed references to touting, though, we gather, without suggesting that there had actually been any such conduct. A firm of solicitors had gone so far as to brief counsel to attend at the inquest, but the widow of the deceased said that she had not instructed any solicitor, though she had attended the firm's offices and given particulars concerning her husband. The barrister, on discovering the facts, withdrew from the case, and no explanation was afforded by the solicitors. It does not appear, however, that the Coroner's remarks were brought to their notice. On the facts, as reported, it is quite possible that there was a misunderstanding. But it is interesting to note that, however undesirable touting may be, it seems to be accepted on the other side of the Atlantic, and we have before us an article in *Case and Comment* for January, 1913, which shews that it is very prevalent there. A workman, we read, who had met with an accident necessitating the amputation of several fingers, went to his home from the hospital immediately after the operation and sent for his solicitor. "The latter responded promptly; in fact, reached his client within six hours after the accident. On his arrival he found by

actual count the cards of twenty-seven other attorneys who had solicited the case *via* the runner route, and while he was at the house several other representatives from well-known legal firms, and one attorney in person, called on a similar purpose." The "runner route" mentioned refers to the employment of "runners" or "ambulance chasers," who appear to be a well-recognized institution of city life in America. We doubt whether "touting" could ever get quite the same hold with us.

#### Parent and Schoolmaster.

THE CASE of *Nunn v. Selwyn* (*Times*, 22nd inst.) tells of a conflict between a schoolmaster and a parent with regard to the exercise of authority over a scholar which one would hardly believe could have arisen; yet in such relations it is as a rule only singular circumstances which bring a case into court. It is singular, for instance, that a schoolmaster should ever have caused the death of his scholar by flogging; but such a case—one of extraordinary brutality, which resulted only in a penalty of four years' penal servitude—is the leading authority on the power of a schoolmaster to administer punishment. "By the law of England a parent or a schoolmaster (who for this purpose represents the parent and has the parental authority delegated to him) may, for the purpose of correcting what is evil in the child, inflict moderate and reasonable corporal punishment, always, however, with this condition, that it is moderate and reasonable" (per COCKBURN, C.J., in *Reg. v. Hopley*, 1861, 2 F. & F., p. 206). And in *Fitzgerald v. Northcote* (1865, 4 F. & F., 656), which raised questions of the rights of detention and expulsion, the same judge said: "A parent, when he places his child with a schoolmaster, delegates to him all his own authority, so far as it is necessary for the welfare of the child." But, of course, the parent can revoke the authority at any time. The effect of an agreement handing over the custody of a child is, it was said by Lord ESHER, M.R., in *Reg. v. Barnardo* (24 Q. B. D., p. 291), only to give to the custodian "authority to do certain things as long as such authority remains unrevoked." And if a contract can be made out not to revoke the authority, then the remedy is on the contract. It does not prevent the revocation. On these principles it seems to follow quite clearly that a schoolmaster cannot punish a boy for doing what the parent has told the boy to do. Any delegated authority for this purpose has been revoked, and the schoolmaster's remedy, if any, is against the parent. Moreover, the chastisement is not "for the purpose of correcting what is evil in the child," for the child's obvious duty is to obey the parent in preference to the schoolmaster. In the case in question a schoolmaster—the Warden of Radley College—caned a boy for remaining at home longer than the school regulations permitted, but under express parental sanction. Such chastisement could not be justified, and the case resulted in a verdict of £10 against the schoolmaster—a light enough verdict, but fortunately the caning was light.

#### Equitable Assignments.

THE Judicature Act, 1873, gave by section 25 a mode of effecting a legal assignment of a chose in action, and when this method is followed there is no doubt as to the title of the assignee. But before that enactment it was possible to make a good assignment of a chose in action in equity, and this alternative mode still survives, though, as appears from the decision of LUSH, J., this week in *German v. Yates* (*Times*, 26th inst.), there may be difficulty in deciding whether such an assignment has in fact been made. Equity, however, looks at the substance of the transaction, and "the language is immaterial if the meaning is plain" (per Lord MACNAGHTEN in *Brandt v. Dunlop Rubber Co.*, 1905, A. C., p. 462). The main question is whether, under the circumstances, it is necessary to prove consideration for the assignment. Upon one view the equitable assignment operates as a contract to assign, and if this were its only effect then it would not confer a title unless founded on valuable consideration (see *Wright v. Wright*, 1 Ver. Ser., p. 412); and where there is an assignment

of future property, this, since it operates only as a contract to assign the property when it comes into existence, must be supported by consideration (*Collyer v. Isaacs*, 19 Ch. D., p. 351; see *Glegg v. Bromley*, 1912, 3 K. B. 491). But the better view seems to be that there may be a good equitable assignment without consideration, provided it deals with existing property and the assignor puts the assignee in the same position as himself. If he stops short of this, or if he merely gives a charge on property, then the gift is left imperfect, and equity will not interfere to complete it (see *Re Earl of Lucan*, 45 Ch. D. 470); but a transfer of all the interest which the assignor has is good though voluntary (*Nanney v. Morgan*, 37 Ch. D., p. 352). In *German v. Yates* (*supra*) A. lent £100 to B. and took an I O U. Subsequently A., B. and C. met, and A. said to B. that she wished C. to have the benefit of the debt. Thereupon A. destroyed the I O U and B. gave to C. a new I O U for £100. A. died, and her administrator claimed that the transaction was void, and that the £100 was still due to A.'s estate. But in fact A. seems to have put C. in her place within the meaning of the above rule, so that there was a good equitable assignment even if there was no consideration. Probably this is the true solution of the matter, though *LUSH, J.*, held that there was consideration in the fact that B. had undertaken a new obligation to pay C. This, however, seems to beg the question, since that obligation was not enforceable unless grounded on the original loan.

#### Indefinite Notices to Quit.

It is trite law that a notice to quit will be construed, if possible, so as to make it effectual; inaccuracies will be corrected where clearly inconsistent with the intention of the parties. It must, however, be clear and certain in its terms, and therefore is bad if expressed so as to take effect in a contingency—such as a notice to quit given by a landlord in the event of a breach of covenant being committed (*Muskett v. Hill*, 1839, 5 Bing. N. C. 694, 711), or by a tenant in the event of his getting another situation (*Farrance v. Elkington*, 1811, 2 Camp. 591). This is obvious common sense, but it is perhaps not so clear that a notice to quit served during the pendency of ejectment for non-payment of rent is likewise bad, because its effect, though not its form, is conditional (*Hall v. Flanagan*, 1877, 11 I. R. C. L. 470). It is also settled law that a landlord's notice to quit "at the expiration of half a year from the delivery of this notice, or at such other time or times as your present year's holding of or in the said premises or any part or parts thereof respectively, shall expire after the expiration of half a year from the delivery of this notice" is quite good (*Doe d. Williams v. Smith*, 1836, 5 A. & E. 350)—indeed, this is now the common form (*Sidebotham v. Holland*, 1895, 1 Q. B., p. 389). At first sight we might be disposed to call such a notice anything but "clear and certain"; the answer, of course, is that every tenant must be presumed to know with certainty the date when his tenancy commences and expires. But what are we to say of the notice which recently came before a Divisional Court composed of *LAWRENCE and SANKEY, J.J.*, in *May v. Borup* (1915, 1 K. B., 834)? Here a notice to quit "at the earliest possible moment" was given by the tenant, coupled with the reservation of a power to cancel the notice. The Court held, we think quite rightly, that the reserved power was repugnant to the notice, and therefore void, while that notice was sufficiently certain to be valid and effective.

#### Ship Passengers' Contract Tickets.

THE London Gazette of 8th October contained a new form of contract ticket for cabin passengers in ships, and another new form for steerage passengers, approved by the Board of Trade, in pursuance of the power conferred on them by section 320 of the Merchant Shipping Act, 1894. No doubt the publication of these revised forms is the result of *Ryan v. The Oceanic Steam Navigation Company, Limited* (1914, 3 K. B. 731), an important decision of the Court of Appeal in four consolidated cases arising out of the loss of the *Titanic* three years and a half ago. By section 320 (1) every person

(except the Board of Trade and persons acting for it by its authority), who receives money from an intending passenger to any port outside Europe and the Mediterranean Sea, must give that passenger a ticket in the approved form; but the term "intending passenger" applies only to a cabin passenger in an emigrant ship or a steerage passenger in any ship; each of these two cases has a different approved form applicable to it. The approved form under the statute must be sanctioned by the Board of Trade, and published in the London Gazette; but a curious provision occurs in subsection 2 of the same section: "Any directions contained in that form of contract ticket, not being inconsistent with this Act, shall be obeyed as if set forth in this section." Now the old approved form contained a direction that "a contract ticket shall not contain on the face thereof any condition, stipulation or exception" not contained in the approved form. It will be observed that nothing is said, in express words at any rate, about what the back of the ticket may contain. In the cases mentioned above, the company had ingeniously put on the back of the ticket an exception excusing them from liability for negligence of their servants, adding on the face of the ticket the notice "See back." This attempt at an evasion of the direction was quite naturally declared invalid by the majority of the Court of Appeal—*VAUGHAN WILLIAMS and KENNEDY, L.J.J.*—whereas *BUCKLEY, L.J.*, took the contrary view and supported it with reasons of great subtlety. The practical effect of the decision, *BUCKLEY, L.J.*, pointed out, is to prevent ship-owners from modifying in any way the common form contract, although novel conditions may arise to make this necessary. War risks are such a novel condition, and since the old contract form cannot be modified by the parties to meet this condition, a new form providing for war risks has been issued by the Board of Trade. The two new forms provide in substance that, so long as the ship is insured against war risks, it may deviate from the agreed voyage to comply with any directions of His Majesty's Government. But would not such a stipulation be implied by operation of law?

#### Literary Recollections.

TWO LITERARY references of interest to lawyers have occurred in the daily Press recently—the one to *THOMAS FLOWER ELLIS* and the other to *FRANCIS VAUGHAN HAWKINS*. Some Latin verses by *MACAULAY* were printed in the *Times* of 13th inst., with a translation by *SIR HERBERT WARREN*, President of Magdalen College, Oxford, and the MS. was offered for sale on behalf of a Red Cross Fund. The theme was *MACAULAY'S* longing to escape from circuit to be at Cambridge once again, and the lines were addressed to *ELLIS*. A note in the *Westminster Gazette* (26th October) reminds us that this was the famous reporter who collaborated in "*Adolphus & Ellis*" from 1835 to 1842, "*Ellis & Blackburn*" (afterwards *LORD BLACKBURN*) from 1852 to 1858, and "*Ellis & Ellis*" (*FRANCIS ELLIS*) from 1858 to 1861. From 1842 to 1852 there seems to have been a gap in his reporting. His first collaborator, *JOHN LEYCESTER ADOLPHUS*, became county court judge at Marylebone in 1852, and is remembered as the author of "*The Circuiteers: An Eclogue*," an excellent *jeu d'esprit* aimed at the old special pleading, which was printed in the *Law Quarterly Review*, Vol. I., p. 232. Of the various allusions to pleading placed in the mouths of the two interlocutors, perhaps the best known is:—

"Thoughts much too deep for tears subdue the Court  
 When I *assumpsit* bring and god-like waive the tort."

In connection with the same Latin verses *SIR HERBERT WARREN* recalls (*Times*, 25th inst.) a passage in *MACAULAY'S* diary in which, under date 4th July, 1856, he records a breakfast party given by himself to, amongst others, *JOWETT, ELLIS* and *VAUGHAN HAWKINS*, the latter described as a young fellow of Trinity. *JOWETT* does not specially concern us here, though in 1876 he still had a lively recollection of the party, which did not break up till after one. Such was the effect of *MACAULAY'S* conversation. But *ELLIS* was the reporter, who was *MACAULAY'S* constant correspondent and literary confidant,

and VAUGHAN HAWKINS was the famous equity lawyer who was called to the Bar in the same year, and died in 1908. Seven years after his call he produced his "Concise Treatise on the Construction of Wills," and what he was like in 1856 may be guessed from the portrait of him at sixteen, which Mr. C. P. SANGER has prefixed to the second edition of that famous work. It is not many legal authors whose memory is preserved in so pleasing a form. In later years his vast knowledge and ability would have entitled him to high preferment had they been accompanied by the faculty of expressing himself in court. But apparently he never aspired beyond the practice of a junior at the Equity Bar, a position with which many first-rate counsel have been—and are—content.

#### A Marginal *Scintilla Juris*.

IN THE current number of the *Law Quarterly Review* the writer of one of the "Notes" tells the story of an amusing marginal note on the fly-leaf of an old law-book in his possession. The book is "A Philological Commentary, or an Illustration of the Most Obvious and Usefull Works in the Law, with their Distinctions and Diverse Acceptations," published in 1652, by one E. L. The fly-leaf note is as follows:—"An Essex Jury: eleven fools and one knave. They find for the plaintiff at adventure because no man, as they imagine, will complain without cause. A Suffolk Jury: Eleven knaves and one fool. They find for the defendant at adventure because all plaintiffs are knaves." The second part is cancelled in another hand by some later owner of the book, whom the writer ingeniously conjectures to be a Suffolk man. The whole reminds one of Dr. JOHNSON'S famous definitions of (1) Whigs and (2) Excisemen; perhaps the learned Doctor—who had many friends in the Temple—had seen the marginal *Scintilla Juris* to which the *Law Quarterly* refers.

### Liability of Attesting Witnesses.

EVERYONE in the world of business has been asked many times to attest the signature of an acquaintance. Sometimes the document to which that signature is attached is a will; sometimes it is a conveyance of real property; and perhaps most frequently of all it is a deed of transfer which passes stock or shares from vendor to purchaser, and is executed by the registered owner of the chose-in-action it purports to convey. And probably to not one attesting witness in a hundred thousand has it ever occurred for a moment that he may be incurring a liability by obliging the friend whose signature he witnesses. Yet in the last of the above three cases it is at least an arguable proposition—though in our opinion an incorrect one—that the attesting witness warrants to the registering corporation the genuineness of the transferring signature, and incurs a liability to reimburse that corporation any loss it may incur should the transferor not in fact be the true registered owner of the property which he purports to convey.

This startling proposition was suggested recently by a correspondent (59 SOLICITORS' JOURNAL, p. 743) and *prima facie* it does not seem at all impossible to the lawyer who ponders on that curious case, *Bank of England v. Cutler* (1908, 2 K. B. 208), which imposed on stockbrokers a most unexpected liability. The facts of *Cutler's case* are of everyday occurrence. India stock issued under the statutes 42 and 43 Vict., c. 60, and 43 Vict., c. 10, becomes an "inscribed" stock, i.e., it is registered in the owner's name at the Bank of England. Transferors of the stock, or else their attorneys duly authorized in the common form, have to attend at the Bank and execute the transfer by signing their names in the register of the stock. Since the Bank is, of course, liable to reimburse any innocent purchaser of stock fraudulently transferred by a person who is not the registered owner, it insists on the identification of a transferor by a recognized stockbroker, or by a banker, or by one of its own officials. Now a woman fraudulently personated a registered owner of India stock, obtained an introduction to the defendant (one of the recog-

nized brokers), and instructed him to prepare a transfer for her. Accordingly he sent to the Bank a "ticket," i.e., a statement containing the names of transferor and transferee with the nature and amount of the stock to be transferred, and from this "ticket" the Bank prepared a transfer in the transfer book. The personator attended and forged the holder's signature in the book, being identified—quite honestly, we need hardly say—by the defendant. He charged for his services the usual fee of one guinea. On the discovery of the forgery the true holder had, of course, to be reinstated on the register, and the Bank had to purchase stock to do that. They claimed an indemnity for the expenses so incurred against the stockbroker who had innocently identified the personator, and succeeded in that claim, both in the Court of first instance and before a strong Court of Appeal. On what legal ground could that claim be sustained?

Now there are three plausible grounds which may readily be suggested as legal bases for this claim, which, however, are really quite unsound. The first suggestion is that the stockbroker made a false statement to the Bank which caused damage to the latter, and that such "false statement" is an actionable tort. But we need hardly say that the rule in *Derry v. Peek* (1889, 14 A. C. 337) disposes of this contention. A statement must be wilfully false in order to be actionable in tort, in which case the form of action is framed as "deceit." The second suggestion that at once occurs is that the defendant was guilty of "negligence," and so bound to compensate the Bank; but the answer is that he owed no contractual or common law duty to the Bank, so that the damages are not recoverable on this ground (*Dickson v. Reuter's Telegraph Co.*, 1877, L. R. 3 C. P. D. 1). A third suggestion is that the defendant warranted to the Bank the genuineness of his client's signature and transfer, and this appears to have been the reason given for his decision in favour of the Bank by LAWRENCE, J., the judge of first instance. But the Court of Appeal refused to take this view and based their judgment in favour of the Bank on a very different ground. And rightly so. For an implied warranty of the kind in question can only arise out of an express contract, and no express contract between Bank and broker can be reasonably discovered from the facts. Perhaps a fourth suggestion might be the novel doctrine of equity laid down by Lord ALVERSTONE, but disapproved by the House of Lords, in *Sheffield Corporation v. Barclay* (1905, A. C. 392), to the effect that, where two innocent parties have both suffered through the fraud of a third, that one who could have prevented the fraud by the exercise of due care must bear the resulting loss. Here again, in the absence of fraud or a trust or a duty to take care, equity knows no such doctrine.

We have considered and endeavoured to clear away these false bases for the decision in *Cutler's case*, because they are apt to suggest themselves, and unconsciously to lead one to misunderstand the real basis of the decision. That basis is quite clearly stated by FARWELL and KENNEDY, L.J.J., who gave the majority decision of the Court of Appeal. VAUGHAN WILLIAMS, L.J., dissented, but simply because he drew a different inference from the facts. The principle relied on was the well-known rule in *Lampleigh v. Braithwaite* (1616, Hob. 105; 1 Smith's L. C., 11th ed., p. 141), which first introduced into English law the doctrine—since extended in so many other directions—of an implied contract of indemnity based on compliance with an implied request. The best statement of this rule known to us is that of the argument of Mr. CAVE—afterwards CAVE, J.—in *Dugdale v. Lovering* (L. R. 10 C. P. 196), quoted and approved by Lord HALSBURY in *Sheffield Corporation v. Barclay* (1905, A. C. 392, at p. 397). "It is a general principle of law," he said, "that, when an act is done by one person at the request of another, which act is not in itself manifestly tortious to the knowledge of the person doing it, and such act turns out to be injurious to the rights of a third party, the person doing it is entitled to an indemnity from him who requested it should be done." This principle is based on an implied contract. A requests B. to seize for him certain goods and chattels which he claims; they turn out to be the

property of C., who recovers damage for the trespass against B.; then B. can claim from A. the moneys he has paid to C.; and the form of action is laid in debt, the seventh common count of *Indebitatus Assumpsit*, namely, an action for money paid at the request of the defendant. The implied contract between A. and B. contains a consideration—the compliance of B. with A.'s request—and an implied promise, namely, that A. will save B. harmless against the incidents which result from his compliance with the request. In *Cutler's case* the Court of Appeal applied this doctrine quite simply and logically. The defendant, by filling up the ticket and identifying the personator at the Bank, made an implied request to the Bank; he asked them to transfer the stock. Their compliance with this request damaged them. Therefore the defendant must fulfil his implied promise, based on the implied request, and indemnify them against their loss.

At first sight, as we said above, it naturally occurs to the reader of *Cutler's Case* that the same principle affects every witness who identifies the signature of a transferor. But a consideration of the judgments in the case shews that this is not so. They quite clearly base liability on the existence of a "request" from the defendant to the Bank, inferred from all the circumstances of the case, and not to be implied merely from the attestation of a signature. "I think," said FARWELL, J., at p. 232, "the drawing up of this ticket, the taking it to the Bank, the payment of 2s. 6d. to get the transfer expedited and made ready on the same day, the attendance at the Bank with the proposed transferor, and the identification of the forger as the stockholder, constitute, when taken together, as distinct a request to permit the transfer to be made in the book as the 'demand to act' under the power of attorney did in the case of *Starkey v. Bank of England* (1903, A. C. 114)." In other words, the late learned judge treated the broker's action as in fact that of an attorney for the personator who acted as the personator's agent. He went on to say that it was the "accumulated facts" on which he relied, and that he expressed no opinion as to the legal position of the parties had the defendant been "a person who had merely appeared to identify a transferor." Lord Justice KENNEDY's short judgment is equally strong on this point, and it is reasonably clear that both of these judges would not have regarded mere attestation of a signature as "a demand to act," equivalent to the exercise of a power of attorney conferred by the personator. We feel reasonably confident; then, that in the absence of fraud or contractual negligence, a person, merely attesting the signature of another as a credible witness, cannot be made liable for loss incurred by a third party who accepts his evidence as to identity and acts on it to his loss.

## Local and General Munitions Tribunals under the Munitions of War Act, 1915.

A "Clerk to Local and General Munition Tribunals" in a very important munitions centre points out that, in our recent remarks on "The Withholding of Munitions Certificates" (59 SOLICITORS' JOURNAL, p. 785), we did not distinguish sufficiently between "controlled establishments" and the larger class to which sect. 7 applies, and he sends us the following useful statement of the work of these tribunals:—

Throughout the country these tribunals have been set up, and it may be of interest to describe their general work. The local tribunals have jurisdiction to deal with (a) applications by workmen that a leaving certificate has been unreasonably withheld; (b) offences under section 4 (5), and (c) under section 6 (1). The general tribunals have jurisdiction to deal with all offences under the Act, and with other matters therein specified. It is not intended that a general tribunal should deal with any matter which a local tribunal is competent to deal with, unless such matter arises in connection with some other matter which is beyond the jurisdiction of a local tribunal, or unless it is for any reason referred to a general tribunal by the Minister of Munitions. Both tribunals consist of a chairman

sitting with two or more assessors selected from the prescribed employers' and workmen's panels; if more than two, the number of assessors must be even.

**Leaving Certificates.**—To understand this question, section 7 and the Order of the Minister dated 14th July, 1915, must be consulted, and also section 3. The employer (in any capacity, even for gardening or chimney sweeping) of a workman who within the previous six weeks has been employed in an establishment described below, on or in connection with munitions work, is liable to be fined £50 by a general munitions tribunal unless the workman holds a certificate from the employer by whom he was last so employed that he left work with his consent, or a certificate from a tribunal that the consent has been unreasonably withheld. The establishment above mentioned is by the Minister's Order defined to be "any establishment being a factory or workshop the business carried on in which consists, wholly or mainly, in engineering, shipbuilding, or the production of arms, ammunition, or explosives, or of substances required for the production thereof." "Munitions work" is by section 3 defined to be "employment on the manufacture or repair of arms, ammunition, ships, vehicles, aircraft, or any other articles required for use in war, or of the metals, machines, or tools required for that manufacture or repair."

A workman who cannot obtain another situation owing to the refusal of a leaving certificate can summon his last employer before the local tribunal. Where it is clear (1) that the works where he was employed are included in the Order of the Minister, and (2) that he was employed in connection with munitions work, he must satisfy the tribunal, not only that the employer's consent was withheld, but also that it was unreasonably withheld. A workman who so misbehaves himself as to justify his dismissal would be able to prove that the certificate he had asked his employer for—namely, that he left work with his employer's consent—was in accordance with the fact, but he would not satisfy the tribunal that such consent had been unreasonably withheld, otherwise he would be taking advantage of his own wrong.

It may happen that the employer asserts and the workman denies that a leaving certificate is required. A large number of employers have very hazy notions on the subject. Upon a summons being taken out, the local tribunal is authorized by the forms prepared by the Minister to issue a certificate that the applicant is not a workman within the section, or was not employed on munitions work, or that the works are not an establishment to which the Minister's Order applies, as well as a certificate that the employer's consent has been unreasonably withheld. It is a defect that no provision has been made for the issue at the end of the six weeks to the next employer of a certificate that such period has elapsed. If the workman makes a false statement to the new employer, he is guilty of an offence under section 12. Cases have occurred where a workman, who has just left works where a leaving certificate would be required, has stated to the new employer that for the last few months he has been out of work or has been harvesting.

If a workman serves the proper notice to terminate his engagement, and the employer refuses a leaving certificate, the employer's duty under the Board of Trade's Regulation dated the 20th August last is to send to the proper office (generally a Labour Exchange) the workman's unemployment benefit book, together with a report of the case. His Health Insurance Card must be given up. Such employer is liable to continue to employ the man, if willing to work. The fact of his continuing to work after his notice has expired, pending the hearing of his case by the tribunal, ought not to prejudice his position; but if, after the hearing, he continues working, a fresh contract is made which must be terminated by a fresh notice.

It will be observed that section 7 applies not only to "controlled establishments," but to a large number of works which are included in the Minister's Order, and that the only punishment for the workman who has served a proper notice and insists on leaving without a certificate is "standing down for six weeks." As regards "controlled establishments," it seems correct for the tribunal not to consider rates of pay when hearing applications under section 7, as all differences of that kind ought to be settled by the Board of Trade under section 1, and in some cases the workman has the right to prosecute his employer before the general tribunal under section 4 (4) and schedule II., rule 4. As regards other establishments, rates of pay ought to be taken into account.

When an employer receives a summons that a leaving certificate has been unreasonably withheld by him, it is most important in his own interests that he should be represented by some competent person who is prepared to prove that his works are an establishment to which the Minister's Order applies, and that the workman was substantially employed on or in connection with munitions work. He has the right to send a letter instead, but this is not so satisfactory. It has happened that, where the employer has not troubled to be represented or to send a letter, the tribunal has accepted the workman's statement that the works were outside the Order, and issued a

certificate accordingly, and, on this being made public, the employer has found that his workmen were taking steps to leave in large numbers. Apparently the summons must always allege that the workman was last employed in connection with munitions work, and that the employer has unreasonably withheld his certificate, following the wording of section 7; but by the prescribed form of the tribunal's certificate, it is open to the workman on the hearing to question this.

*Offences triable by Local Tribunals.*—The offences triable by a local tribunal are under sections 4 (5) and 6 (1). Section 4 (5) only applies to "controlled establishments," and provides that if any employer or person employed in such establishments fails to comply with any regulations made applicable to that establishment by the Minister with respect to the general ordering of the work, and with respect to the due observance of the works rules, he shall be liable to a penalty. The Minister has made regulations, dated 14th July last, that the works rules shall be complied with, and prescribing certain excuses for the men. All the prosecutions of "slackers" have been of men engaged in "controlled establishments." Employers in other works must sue their men for damages under the Employers and Workmen Act, 1875.

The other offence triable before the local tribunal is the breach by the workman of his voluntary undertaking to the Minister to work at an assigned "controlled establishment": section 6 (1). Although a general tribunal can deal with all offences and matters, it alone can deal with following offences—namely, by an employer who dissuades or attempts to dissuade a workman from entering into such an undertaking, or retains or offers to retain such workman: section 6 (2); with breaches of an award as to labour differences in establishments where munitions work is carried on; and by persons guilty of taking part in a strike or lockout: section 2; by owners of "controlled establishments," or any contractor or sub-contractor employing labour therein, making or attempting to make changes in the rate of pay, etc., without the Minister's consent (with two minor exceptions): section 4 (2); by persons inducing or attempting to induce any persons to comply with trade union rules which tend to restrict production or employment in "controlled establishments": section 4 (3); by owners of "controlled establishments" not carrying out the rules in schedule II.: section 4 (4); by owners of "controlled establishments" not complying with any reasonable requirements of the Minister as to information or otherwise made for the purposes of section 4: section 4 (6); by persons not complying with the Minister's rules as to war badges: section 8; by owners of any establishment "in which persons are employed" not giving the information required by the Minister: section 11; by employers or workmen, for the purpose of evading any provision of the Act, making any false statement or representation, or giving any false certificate, or furnishing any false information: section 12; and by any persons giving employment in contravention of the provisions of section 7 as above described.

The maximum fines vary from £3 to £50. Solicitors and counsel have a right of audience before the general tribunal, but not before the local tribunal.

## Correspondence.

### The Finance Bill.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I should be obliged by your opinion on the following two points on the Finance Bill:—

I. Before what date must a farmer elect to be assessed for income tax under Schedule D. on his profits, and will his election, once made, bind him for future years, or only apply to the year 1915-16? I assume he must pay on a three years' average—i.e., on the years 1912-3, 1913-4, and 1914-5.

II. Must a trader who has made no excess profits in the year ending 31st December, 1914, make a return accordingly, or is there no obligation on him to do so until he is specially required by the Inland Revenue to make a return. I assume that a grower of tomatoes in glasshouses is not exempt as engaged in "husbandry."

Oct 18.

STEVENAGE.

[Under section 18 of the Customs and Inland Revenue Act, 1887, the election must be signified in writing by notice to the surveyor of taxes within two calendar months after the commencement of the year of assessment. Clause 21 (2) of the Finance Bill allows this election to be signified "in the current income tax year" at any time before 7th December in that year. The phrase "current income tax year" is used in the Bill to mean the present year—6th April, 1915, to 5th April, 1916—and for this year the election may be made before

7th December next. "This notice must be given each year in which such amendment is desired, and the farmer is usually required to submit an account for each of the three preceding years, on the average profit of which years the assessment under Schedule D. will be made" (Snelling's Income Tax and Super-Tax Practice: Sir Isaac Pitman & Sons (Limited), p. 193). This seems to answer our correspondent's first question, and it appears to be correct, though we do not claim any special knowledge of the subject.

As to excess profits, it must be remembered that the Bill is still under discussion, but clause 39 (2) imposes on every person chargeable to excess profits the duty to give notice to the Inland Revenue Commissioners that he is so chargeable before 31st December, 1915. If a trader has made no excess profits, he is not chargeable and need make no return, but under clause 39 (1) he may be required to make a return. The growing of tomatoes is, we imagine, husbandry; compare Income Tax Act, 1842, s. 63, rule No. VIII.—ED. S.J.]

## Rise in House Rents and Mortgage Interest.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The Land Union has had under consideration the policy of owners of small house property of raising their rents, and the tendency of mortgagees (particularly of that class of property) to increase the rates of interest upon mortgages created prior to the war.

As regards house owners, no one having any knowledge of the subject can deny that heavy burdens have fallen on them owing to the increase in the cost of repairs, extra premiums for insurances, and other causes, which in normal times would justify an increase of rent, but the Land Union has no hesitation in asking owners to refrain from raising their rents during this war, and it cannot too strongly condemn attempts to shift the burdens of personal taxation on to their tenants.

As regards mortgages, the Land Union recognizes that money has become dearer since the war, that lenders are often borrowers themselves, the Bank rate has risen, bankers charge higher rates of interest, and mortgagees, especially those who have lent money on small house property, are often themselves comparatively poor people.

Notwithstanding these facts, it considers the present time most inopportune to disturb existing mortgages or to raise the rate of interest, the consequent effect of which must be to cause a rise in rents or to give a plausible excuse for raising them.

The Land Union is therefore well aware that the course it advises will in some cases involve considerable sacrifice, but in these times sacrifices have to be made by us all.

On behalf of the council, I make an earnest appeal to the patriotism of house owners and mortgagees to abstain from raising rents and rates of interest now—a course which I am convinced is in the best interests of the whole country during this world-wide crisis.

DESBOROUGH.

Chairman of the Council of the Land Union.

St. Stephen's House, Westminster, London, S.W., Oct. 27.

## Libel by Innuendo.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Your paragraph under this heading in "Current Topics" of October 23rd brings to mind some lines which I have often thought represent pretty correctly the view which the "man in the street" takes of litigation of the *Artemus Jones* case type (need I say that I intend no reference to the facts of that or any other particular case?). The lines I refer to are the second prologue to Ben Jonson's "Epicoene":—

The ends of all, who for the scene do write,  
Are, or should be, to profit and delight.  
And still 't hath been the praise of all best times,  
So persons were not touch'd, to tax the crimes.  
Then, in this play, which we present to-night,  
And make the object of your ear and sight,  
On forfeit of yourselves, think nothing true:  
Lest so you make the maker to judge you.  
For he knows, poet never credit gain'd  
By writing truths, but things, like truths, well feign'd.  
If any yet will, with particular sleight  
Of application, wrest what he doth write;  
And that he meant, or him, or her, will say:  
They make a libel, which he made a play.

A MAN IN THE STREET.

Oct. 23.

## Reviews.

### Books of the Week.

**International Policy.**—Towards International Government. By John A. Hobson. George Allen and Unwin, Ltd. 2s. 6d.

**Water Supply.**—Digest of Statutory Definitions of Water Supply for Domestic Purposes. Prepared by Mr. A. B. PILLING, Clerk to the Metropolitan Water Board. Metropolitan Water Board. 5s.

## CASES OF THE WEEK.

### House of Lords.

**BARNLEY BRITISH CO-OPERATIVE SOCIETY (LIM.) v. WORSBOROUGH URBAN DISTRICT COUNCIL.** 13th and 14th Oct.

**HIGHWAY**—EXTRAORDINARY TRAFFIC—DAMAGE BY TRACTION ENGINES TO COUNTRY ROAD NOT ADAPTED FOR SUCH TRAFFIC—MAIN ROAD RENDERED DANGEROUS FOR TRACTION ENGINES BY LOCAL AUTHORITY—COUNTRY ROAD ONLY ALTERNATIVE ROUTE—COUNTRY ROAD NOT ADAPTED FOR TRAFFIC—HIGHWAYS AND LOCOMOTIVES (AMENDMENT) ACT, 1878 (41 & 42 VICT. C. 27), s. 23.

In an action to recover damages for extraordinary expenses incurred in repair of a country road, the defence was raised that the country road was the only alternative route by which the defendants could send their engine-drawn trucks along, as the main road had been rendered dangerous by reason of its having been paved with granite setts, and therefore the damage and expense (if any) arose from the failure of the local authority to maintain the country road up to the standard required for traction traffic.

Held, that extraordinary traffic was a question of fact, and that as the country road was not adapted to the traffic, and as the traffic was not such as was ordinarily carried upon the road, it remained extraordinary traffic until that road was adapted to it, and the local authority were entitled to recover in the action.

Decision of Court of Appeal (reported 12 L. G. R. 1021; 78 J. P. 425) affirmed.

Appeal by the defendants against an order of the Court of Appeal (Lord Reading, C.J., Phillimore, L.J., and Lush, J.), which affirmed a judgment of Rowlatt, J., in favour of the plaintiffs. The plaintiffs, the local authority, sued the defendants, who were the owners of a large co-operative store at Barnley, with several branches in the neighbourhood, to recover damages under section 23 of the Highways Act, 1878, for extraordinary expenses incurred in the repair of a country road. Prior to 1909 the defendants had sent their vans along the main road with goods required by their branch establishments, but in that year the district council paved the main road with granite setts, which (so it was alleged) rendered the road under certain climatic conditions inconvenient, if not dangerous, for heavy motor-van traffic, and they adopted the country road, or lane as it was called, as the only alternative route. The Courts below held the defendants liable, and they appealed to this House.

Lord BUCKMASTER, L.C., in giving judgment, said that the action was tried before Rowlatt, J., who held that, in deciding whether extraordinary traffic had been used upon a road by or by the order of the person who was sought to be charged for damage to the road so caused, it was not material to consider (1) the motive of the person who led extraordinary traffic; (2) whether there was or was not an alternative route; (3) whether a way or road formerly used had been rendered impossible of further use by the action of the local authority. The Court of Appeal, affirming that judgment, held that the duty of the Court was simply to look at the facts and decide whether the traffic brought upon the particular road was extraordinary traffic. If, as here, the decision was that the traffic was extraordinary, the provision in the Highways Act, 1878, applied, and the defendants were liable.

Lords LOREburn, ATKINSON, PARKER of WADDINGTON, SUMNER and PAEMOOR concurred, and the appeal was dismissed with costs accordingly.—COUNSEL, for the appellants, Charles, K.C., and Sutcliffe; for the respondents, Tindal Atkinson, K.C., and Joshua Scholefield. SOLICITORS, Joynton-Hicks & Co., for Bury & Walkers, Barnley; Corbin, Greener, & Cook, for Dibb & Clegg, Barnley.

[Reported by ERSKINE REID, Barrister-at-Law.]

## Court of Appeal

**Re PERUVIAN RAILWAY CONSTRUCTION CO. (LIM.).** No. 1. 18th October.

**COMPANY**—WINDING-UP—DEBT DUE TO COMPANY BY SHAREHOLDER—ESTATE INSOLVENT—CLAIM BY LIQUIDATOR TO SET OFF—SET-OFF OF DIVIDEND ON DEBT AGAINST SHARE IN SURPLUS ASSETS.

A shareholder, holding a large block of fully-paid shares in a com-

pany, died indebted to the company in a considerable amount. His estate being insolvent, a creditor's administration action was commenced and a decree made. The company at a later date having gone into voluntary liquidation, the liquidator obtained an order in the action striking out his claim as a creditor, and then in the winding-up sought to set off the whole of the debt against the share of the surplus assets payable to the estate of the shareholder.

Held, following *Cherry v. Boulton* (4 My. & Cr. 422), that he was not entitled to retain such share against more than the proper dividend on the debt.

Appeal by the liquidator of the company from a decision of Sargent, J. (reported 59 SOLICITORS' JOURNAL 570), on a summons in the winding-up of the company. The company, which was incorporated in 1908, went into voluntary liquidation in 1914. Colonel W. J. Alt held a large number of fully-paid shares in the company, and was also indebted to it in a considerable sum of money. He died in 1908, and his estate proved to be insolvent. An action to administer it was commenced, and a decree was made in March, 1909. The master certified that the company were creditors of the estate for £2,633. The liquidator, after the liquidation, obtained an order in the administration action striking out his name as a creditor, and then claimed in the winding up to set off the whole amount of the debt from the share in the surplus assets payable to Colonel Alt's executors. The latter then took out a summons in the winding-up asking for a declaration that the liquidator was not entitled to set off the whole of this sum, and Sargent, J., held that he was only entitled to set off the proper dividend on the debt, and was not entitled to retain more than an equivalent amount of the testator's share of surplus assets. He held that the case was covered by *Cherry v. Boulton* (4 My. & Cr. 442), and made the declaration asked for. The liquidator appealed.

THE COURT dismissed the appeal.

LORD COZENS-HARDY, M.R., having stated the facts, proceeded: No creditor could maintain any action against the executors because of the decree for administration. A claim was made by the company in the administration, and was admitted, but was afterwards, on an application to vary the certificate, expunged. Then five years later, in 1914, the company was wound up. Assets came in rather unexpectedly, and the result was that there was a surplus in the hands of the liquidator, who took the view that the executors owed him the amount of a debt for which he had formally proved, and claimed to be paid the whole amount before he paid away to the executors a penny of the surplus assets of the company, and that notwithstanding that the shares were fully paid up and the articles gave the company no lien for the debt on fully-paid shares. In his lordship's opinion that contention was not well founded. Having regard to the date of the debt and the decree for administration and the provisions of the articles of association of the company, the rights of the parties must be considered at that time. He could not conceive that an entirely new right, unknown at that time either to the parties or to the law, could have the effect of giving that particular creditor—i.e., the company—a more advantageous position than any other creditor. That was the short point in the case. The judgment of the learned judge was right, and the appeal would be dismissed with costs. BANKES and WARRINGTON, L.J.J., delivered judgment to the same effect, referring to *Cherry v. Boulton* (supra) as being indistinguishable in principle from the present case.—COUNSEL, Gore-Browne, K.C., and P. Whinney; Hon. Frank Russell, K.C., and Percy Wheeler. SOLICITORS, Francis, Voales & Co.; Badham, Comins & Stoman.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

**SMITH v. SMITH.** Horridge, J. 14th and 15th October.

**DIVORCE**—DESERTION—DEED OF SEPARATION.

The Court granted a decree nisi for divorce on the petition of the wife, on the ground of the husband's adultery and desertion, notwithstanding the execution by the parties of a deed of separation by which they agreed to live apart, holding that the husband had, by his conduct, repudiated the deed.

*Hussey v. Hussey* (29 T. L. R. 673) followed.

In this undefended suit Bertha Elizabeth Daisy Smith, née Baxter, petitioned for the dissolution of her marriage with Arthur Cecil Smith on the ground of his adultery and desertion. The parties were married on 26th October, 1907, and lived together at various addresses, and finally at Gloucester. There were no living children of the marriage. The wife, who gave evidence, said that in 1911 the husband frequently visited a Mrs. Agnew, who lived in the same town. On 18th March, 1911, he informed the wife that in a week's time he intended to give up their house and to sell the furniture, and that she must go. She consulted a solicitor, and there were negotiations for a deed of separation. On 25th March, the furniture having been sold by the husband, and the tenancy of the house determined by him, she left, and went to live with her relations. On 26th March a deed of separation was executed. The deed contained a recital that the husband and wife had mutually agreed to live apart, a covenant by the husband to pay the

wife 20s. a week for her maintenance, and a covenant "in consideration of the premises" by the wife not to molest or disturb the husband "or by any means, either by taking out citation or process, or by instituting any action in England or elsewhere, or in any other manner, compel" the husband to cohabit with her, or endeavour to enforce any restitution of conjugal rights. The husband paid the wife 20s. a week until 1st June, 1912, when he and Mrs. Agnew left together for Western Australia. On 20th July, 1912, the petitioner received from her father-in-law a sum of money on the husband's behalf; since that date she had received nothing from the husband. Evidence of adultery having been given, counsel for the wife asked for a decree. The execution of the deed had not operated to prevent desertion from being relied on. The husband, by his failure to pay according to his covenant, had repudiated the deed, which should not be given effect against the wife. [HORRIDGE, J.—That may be ground for holding that the wife is not estopped by her covenant from proceeding for restitution, but can there be desertion where the parties agreed to live apart?] In *Hussey v. Hussey* (29 T. L. R. 673) Evans, P., adopting the principle applied by Lord Gorell in *Balcombe v. Balcombe* (1906, P. 176), had held that a deed of separation which had been repudiated by the husband did not prevent the wife from relying on desertion. [HORRIDGE, J.—That was a case in which the President regarded the execution of the deed by the husband as a sham. I remember a similar point arising before me, and I think I saw the President upon it. I am prepared to follow *Hussey v. Hussey* (supra), and to hold that there was desertion in this case, if *Hussey v. Hussey* is the last decision on the point.] R. F. Bayford, as *amicus curiae*, said that the decision in *Hussey v. Hussey* had never been overruled. It was discussed, together with the decision in *Kay v. Kay* (1904, P. 382), in a later case, which was not reported. The case was adjourned for the records to be examined, HORRIDGE, J., intimating that he would follow *Hussey v. Hussey* unless he found any later decision in conflict with it.

On 15th October HORRIDGE, J., said: I find I have not dealt with this question before. I am prepared to hold that there is desertion, but I wish it to be understood that I do so on the facts of this case—namely, that the husband had threatened to break up the home before the deed was contemplated, and failed to pay the weekly sum shortly after the deed had been executed. It must not be taken that I shall find that there has been desertion in every case where there has been a failure to pay the allowance covenanted to be paid under a deed of separation. There will be a decree *nisi*, with costs against the husband.—COUNSEL, D. Cotes Preedy (Stuart Bevan with him). SOLICITORS, Gascotte, Wadham, Tickell, & Co., for Burgess & Sloan, Bristol.

[Reported by CLIFFORD MORTIMER, Barrister-at-Law.]

## IN PRIZE.

"THE KIM" AND OTHERS. Sir Samuel Evans, P.

12th, 15th, 16th, 20th, 21st, 22nd, 23rd, 26th, 27th, 28th, 29th and 30th July; 2nd and 3rd August; 16th Sept.

PRIZE LAW—CONDITIONAL CONTRABAND—CONTINUOUS VOYAGE—ULTIMATE HOSTILE DESTINATION—EVIDENCE.

The doctrine of continuous voyage has become part of the law of nations. In applying the principles of International Law, the English Prize Court is not restricted in its vision to looking at the primary consignment of goods to neutral ports, but is entitled, and bound, to take a more extended outlook in order to ascertain whether the neutral destination is merely ostensible; and, if so, what the real ultimate destination is.

The *William* (1806, 5 C. Rob. 385) applied.

In deciding whether the ultimate destination of the cargoes was for the use of the enemy Government or its naval or military forces, all the circumstances, both of the enemy country and of the country of ostensible destination, must be taken into account.

The *Bermuda* (3 Wall. 514) applied.

(Continued from page 10.)

Another circumstance which has been regarded as important in determining the question of real or ostensible destination at the neutral port is the consignment "to order or assigns" without naming any consignee. In the celebrated case of *The Springbok* (5 Wall. 1), the Supreme Court of the United States acted upon inferences as to destination (in the case of blockade) on this very ground. The same circumstance was also similarly dealt with in *The Bermuda* (3 Wall.) and in *The Peterhoff* (Blatch., p. 540, and 5 Wall., at p. 25). I am not unmindful of the argument that consignment "to order" is common in these days. But a similar argument was used in *The Springbok* case, supported by the testimony of some of the principal brokers in London to the effect that a consignment "to order or assigns" was the usual and regular form of consignment to an agent for sale at such a port as Nassau. The British Government was petitioned to intervene for the shippers, but upon this point the British Foreign Office said that "no doubt the form was usual in time of peace, but that a practice which might be perfectly regular in time of peace under the municipal regulations of a particular State would not always satisfy the law of nations in time of war, more particularly when the voyage might expose the ship to the visit of belligerent cruisers." The argument still remains good, that if shippers after the outbreak of war consign goods of the nature of contraband, to their own order, without naming a consignee, it may be a circumstance of suspicion in considering the question whether the goods were really intended for the neutral destina-

tion, and to become part of the common stock of the neutral country, or whether they had another ultimate destination. Of course, it is not conclusive. The suspicion arising from this form of consignment during war might be dispelled by evidence produced by the shippers. It may be here observed that some point was made that in many of the consignments the bills of lading were not made out "to order" simpliciter, but to branches or agents of the shippers. That circumstance does not, in my opinion, make any material difference. Upon this branch of the case, for reasons which have been given when dealing with the consignments generally, and when stating the circumstances with respect to each claim, I have no hesitation in stating my conclusion that the cargoes (other than the small portions acquired by persons in Scandinavia whose claims are allowed) were not destined for consumption or use in Denmark, or intended to be incorporated into the general stock of that country by sale or otherwise; that Copenhagen was not the real *bona fide* destination, but that the cargoes were on their way at the time of capture to German territory as their actual and real ultimate destination. The second branch of the case raises the question whether the goods which I have decided were on their way to German territory were destined further for the use of the German Government or departments or for military use by the troops or other persons actually engaged in warlike operations, or should be presumed to be so destined in the circumstances. His lordship then considered the effect of the Orders in Council, and said that he had expressed his views on the general question of the binding character of Orders in Council upon the Prize Court in the case of *The Zamora* (59 SOLICITORS' JOURNAL, 617). He went on to say that the effect of the Order in Council of 29th October was that, in addition to the presumptions laid down in Article 34 of the Declaration of London, a presumption of enemy destination, as defined by Article 33, should be presumed to exist if the goods were consigned to or for an agent of the enemy State; or to a person in the enemy territory; or if they were consigned "to order"; or if the ship's papers did not shew who the consignee was; but in the latter cases the owners might, if they were able, prove that the destination was innocent. All the goods claimed by the shippers in *The Kim* were consigned to their own order, or to the order of their agents (which was the same thing), and not to any independent consignee; and they had all entirely failed to discharge the onus which lay upon them to prove that their destination was innocent. He was of opinion that under the Order in Council the goods claimed by all the shippers in *The Kim* were confiscable as lawful prize. The learned President, continuing, said: The question remains whether the real ultimate destination of the cargoes was for the use of the German Government or its naval or military forces. If the goods were destined for Germany, what are the facts and the law bearing upon the question whether they had the further hostile destination for the German Government for military use? They were destined for some of the nearest German ports, where some of the forces were quartered. It is by no means necessary that the Court should be able to fix the exact port: see *The Dolphin* (7 Fed. Cas. 868), *The Pearl* (19 Fed. Cas. 54; 5 Wall. 574), and *The Peterhoff* (5 Wall., at p. 59). Regard must also be had to the state of things in Germany during this war in relation to the military forces and to the civil population, and to the method described in evidence which was adopted by the Government in order to procure supplies for the forces. Now, as to the question of the proof of intention on the part of the shippers of the cargoes. It may be observed that it is not necessary that an intention at the beginning of the voyage should be established by the captors either absolutely or by inference. In *The Bermuda*, the Chief Justice of the Supreme Court of the United States, in referring to the decision of Sir William Grant in *The William* (5 Ch. Rob. 395), said: "If there be an intention, either formed at the time of the original shipment or afterwards, to send the goods forward to an unlawful destination, the continuity of the voyage will not be broken, as to the cargo, by any transactions at the intermediate port." It is, no doubt, incumbent upon the captors in the first instance to prove facts from which a reasonable inference of hostile destination can be drawn, subject to rebuttal by the claimants. So far as it is necessary to establish intention on the part of the shippers, it appears to me to be beyond question that it can be shewn by inferences from surrounding circumstances relating to the shipment of and dealings with the goods. If at the time of the seizure the goods were in fact on their way to the enemy Government or its forces as their real ultimate destination, by the action of the shippers, whenever their project was conceived, or however it was to be carried out; if, in truth, it is reasonably certain that the shippers must have known that that was the real destination of the goods (apart, of course, from any genuine sale to be made at some intermediate place), the belligerent had a right to stop the goods on their way, and to seize them as confiscable goods. In the circumstances of these cases, especially in view of the opportunity given to the claimants, who possessed the best and fullest knowledge of the facts, to answer the cases made against them, any fair tribunal like a jury, or an arbitrator, whose duty it was to judge facts, not only might, but almost certainly would, come to the conclusion that at the time of the seizure the goods which remained the property of the shippers were, if not as to the whole, at any rate as to a substantial proportion of them, at the time of seizure on their way to the enemy for his hostile uses. The facts in these cases, in my opinion, more than amply satisfy the "highly probable destination" spoken of by Lord Stowell. His lordship then referred to the opinion recently expressed by the Hamburg Prize Court in the case of *The Maria*, where goods consigned from the United States to

Irish ports were laden in a neutral (Dutch) vessel. He concluded: For the many reasons which I have given, I have come to the clear conclusion that the cargoes claimed by the shippers as belonging to them at the time of seizure were not on their way to Denmark to be incorporated into the common stock of that country by consumption, or *bona fide* sale, or otherwise, but that they were on their way, not only to German territory, but also to the German Government and their forces for naval and military use as their real ultimate destination. It only remains, to conclude these long and troublesome cases, to state the results, as applied to each of the claims. I disallow the claims of Morris & Co.; Armour & Co.; Hammond & Co. (with Swift & Co.); Sulzberger & Sons Co.; Pay & Co.; Brödr Levy; Elwarth; Buch & Co.; Hansen; Pedersen; Henriques & Zoydner; Korsor Fabrik; Dania Fabrik; Valeur Baird; and Marcus & Co., and pronounce condemnation as prize of the goods comprised in them, or of their proceeds, if sold. I allow the claims of Cudahy & Co.; the Provision Import Company; Christensen & Thøgersen; Segelcke; Frigast; Bunchs Fed.; Loehr; and Ullmann & Co., and order the goods comprised in them, or the net proceeds thereof, if sold, to be released to the respective claimants.—COUNSEL, *The Attorney-General, The Solicitor-General, Cave, K.C., R. A. Wright, Pearce Higgins, and J. Wylie* for the Crown; *Sir Robert Finlay, K.C., Laing, K.C., and Raeburn* for Messrs. Armour & Co.; *Sir Robert Finlay, K.C., Leslie Scott, K.C., and Raeburn* for various Danish consignees; *Leslie Scott, K.C., and Dunlop* for Messrs. Morris & Co. and Messrs. Stern & Co.; *Maurice Hill, K.C., and A. Nielson* for Messrs. Sulzberger & Co.; *Maurice Hill, K.C., and John Aspinall* for the Cudahy Packing Co.; *Pollock, K.C., and Lowenthal* for Messrs. Swift & Co. and Messrs. Hammond & Co.; *Dawson Müller, K.C., and A. Nielson* for Messrs. Ullman & Co., consignees of rubber in *The Fridland*; *Douglas Hogg and Fortune* for Messrs. Baird & Co., in respect of thirty-nine cases of rubber in *The Kim*; *Brightman* for the consignees of 218 cases of rubber in *The Kim*; *Bateson, K.C., and D. Stephens, Mackinnon, K.C., and Raeburn* for Messrs. Fearon, Brown, & Co., in respect of consignments of wheat in *The Kim* and *The Alfred Nobel* (these claims were settled out of court in the course of the hearing); *Dumas* for the Guarantee Trust Company of New York, other shippers of grain, and various Danish consignees; *Adair Roche, K.C., and Balloch* for the owners of *The Kim, The Alfred Nobel, and The Bjørnatjerne-Bjørnson*; and *Leslie Scott, K.C., and Balloch* for the owners of *The Fridland*. SOLICITORS, *The Treasury Solicitor; W. A. Crump & Son; Botterell & Roche; Rawle, Johnstone, & Co.; Pritchard & Sons, for Alsop, Stevens, Crooks, & Co., and Batesons, Warr, & Wimshurst; Windybank, Samuel, & Lawrence, for Luya & Williams; Parker, Garrett, & Co.; Crosley & Burn; Thomas Cooper & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

## Court of Criminal Appeal.

REX v. WARD, alias SECHREE. 20th August.

CRIMINAL LAW—POSSESSION OF HOUSE-BREAKING IMPLEMENTS BY NIGHT—TOOLS OF PRISONER'S TRADE—LAWFUL EXCUSE—ONUS OF PROOF—LARCENY ACT, 1861 (24 & 25 VICT. c. 96), s. 58.

It is a lawful excuse within the meaning of section 58 of the Larceny Act, 1861, on a charge of being in possession of house-breaking implements by night, that the implements in question were the tools of the trade followed by the prisoner and his own property. If, however, other circumstances are proved in evidence from which it is open to the jury to infer that he intended to use the tools for a felonious purpose, they may properly convict him.

This was an appeal against conviction for being in possession of house-breaking implements by night. The appellant was found in possession of a bricklayer's chisel and screwdriver. It was admitted by the prosecution that these were bricklayers' tools, and the property of the appellant, who was a bricklayer. It was argued, however, that they were capable of being used for purposes of house-breaking, and that from the fact that the appellant was found with these tools at 3 a.m., and that when seen by the police he ran away, as well as from other circumstances, the jury ought to infer that the appellant's intention was to use them for that purpose. The deputy-chairman directed the jury that the burden was on the appellant of proving that he was in possession of the tools for a lawful purpose. The contention of the appellant was that this direction was wrong.

LORD READING, L.C.J., delivered the judgment of THE COURT (RIDLEY and BAILHACHE, J.J., with him) as follows:—The question in this case is whether a right and full direction was given to the jury. The appellant was found by night in possession of a screwdriver and chisel which admittedly belonged to him and formed part of the ordinary outfit of a bricklayer, such as the appellant was. It is right to say that notwithstanding chisels and screwdrivers are not among the implements enumerated in the statute, *Reg. v. Oldham* (1852, 21 L. J. M. C. 134) is clear authority that the possession of any implements capable of being used for purposes of house-breaking is sufficient to justify a conviction if the jury find that the prisoner intended to use them for felonious purposes. So these tools might have been found to be house-breaking tools. That point being established, the next question is whether the appellant had lawful excuse for their possession.

The case for the prosecution was that he was a bricklayer, and that these were bricklayers' tools, but they relied on other circumstances to shew that they were not to be used for an innocent purpose, but for purposes of house-breaking. The moment that it was admitted that the appellant was a bricklayer, and that these were bricklayers' tools, that constituted a lawful excuse for their possession. It would have been different had they been found in the possession of a farmer, to take an example. Therefore the appellant had shewn a lawful excuse for their possession, but the deputy-chairman directed the jury that the burden was on the appellant of proving that he had no intention of using the tools for a felonious purpose. That direction was, in our opinion, wrong. The case might have been left to the jury, with a direction that, *prima facie*, there was a sufficient excuse, but that they must consider the other circumstances of the case. As such a direction was not given, but one which was incorrect, the conviction must be quashed.—COUNSEL, *Roome; Metcalfe*. SOLICITORS, *The Registrar of the Court of Criminal Appeal; The Director of Public Prosecutions*.

[Reported by A. L. B. THESIGER, Barrister-at-Law.]

## CASES OF LAST SITTINGS

### Court of Appeal

VENNER'S ELECTRICAL COOKING AND HEATING APPLIANCES (LIM.) v. THORPE. No. 1. 29th July.

LANDLORD AND TENANT—DISTRESS—COMPANY IN LIQUIDATION—RENT PAYABLE IN ADVANCE—DISTRESS LEVIED BEFORE WINDING-UP COMMENCED—INJUNCTION.

The Court will not, at the instance of the liquidator of a company, restrain further proceedings under a distress levied by the company's landlord before the commencement of the winding-up. The fact that the rent is payable in advance is not a circumstance rendering it inequitable that the distress should be proceeded with.

Re Roundwood Colliery Co. (Limited) (1897, 1 Ch. 373) applied.

Appeal by the liquidator of the plaintiff company from a decision of Neville, J. The company were tenants of certain premises under a lease granted by the defendants dated 25th June, 1914, for a term of years at a rent payable yearly one year in advance. The first year's rent was duly paid on the signing of the lease, but the second year's rent, due at Midsummer, 1915, was not paid, and on 2nd July the defendants put in a distress for it. On 8th July the company passed a resolution for voluntary liquidation and appointed a liquidator, who went into possession, commenced the present action, and moved therein for an injunction to restrain the defendants from proceeding further with the distress. It was argued on his behalf that it would be inequitable to enforce the landlord's claim for a whole year's rent, that the liquidator was only liable for the period during which he was in beneficial occupation, and that the landlord should prove in the winding-up for the balance of the year's rent. Neville, J., dismissed the motion, and the liquidator appealed.

THE COURT dismissed the appeal.

LORD COZENS-HARDY, M.R.—In the present case the landlord let premises to a company upon terms that the rent should be payable in advance. The landlord put in a distress for rent, the company went into voluntary liquidation, and the liquidator went into possession of the premises, and now seeks to restrain the landlord from enforcing the distress. The Court is bound to look at the legal rights of the parties, including the rights of each particular creditor, not merely the rights of the creditors generally. *per Stirling, J., in Re Roundwood Colliery Co. (Limited)* (1897, 1 Ch. 373). The landlord is exercising his admitted legal rights. There is no equitable ground for restraining a landlord from exercising his legal right of distress, even though it may be his privilege as a particular creditor. The appeal is dismissed with costs.

PICKFORD and WARRINGTON, L.J.J., concurred.—COUNSEL, *W. Lavington; B. A. Hall*. SOLICITORS, *Strong & Bolden; Lee & Pemberton*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## High Court—Chancery Division.

Re ROGERS. THE PUBLIC TRUSTEE v. ROGERS. Neville, J. 22nd July.

WILL—CONSTRUCTION—RULE IN HOWE v. EARL OF DARTMOUTH—RIGHT OF TENANT FOR LIFE TO INCOME IN SPECIE.

Where a testator gave all his real and personal estate to a trustee, with a trust for sale and conversion, a power to postpone such sale, and a direction to reinvest in specified securities, such postponement and reinvestment all to be subject to the consent of the testator's wife, who under the will was tenant for life of the whole property, and where the estate at the death of the testator comprised some unauthorized securities, producing income of more than 4 per cent. on the capital value,

Held, that the tenant for life had the right to enjoy the whole of the income in specie, and that her consent was vital and was not merely a consent only to be given for purposes of administration.

Re Bentham, Pearce v. Bentham (94 L. T. 307) followed.

In this case the testator, Rogers, by his will devised his residuary estate to the Public Trustee upon trust, with the consent of the testator's wife, to sell and convert, with power, with like consent, to postpone conversion for such time as he should think fit, and to hold the proceeds of such sale and conversion, after payment of the testator's debts and funeral and testamentary expenses, upon trust, with such consent as aforesaid, to invest the same in or upon certain specified investments, and to pay the income to his wife during her life, with certain remainders over. Certain investments not authorized by the will were comprised in the testator's estate, and these produced an income larger than interest at 4 per cent. on their capital. This summons was taken out by the Public Trustee to determine the question whether the tenant for life was entitled to the income of these investments *in specie* or how otherwise. It was contended for the tenant for life that she had been given an absolute option to sell or not, such option enabling her, if she chose, to postpone conversion until her death, and giving her the right to enjoy the income *in specie*, and *Re Bentham, Pearce v. Bentham* (94 L. T. 307), was relied upon. On the other hand, on behalf of the remaindermen it was said that the will clearly directed a sale and reinvestment, and the power to postpone and the consent of the widow could only be intended for proper purposes of administration, and that accordingly she was only entitled to a reasonable income from the estate.

NEVILLE, J., after stating the facts, said: Since the trust for sale and conversion can only be exercised with the wife's consent, she is in the same position as if the trusts of the will were to retain all the investments until she exercised a power to convert. I do not think that the fact that investments could also only be made with her consent, so that she could if she chose prevent the carrying out of the trust, is sufficient to shew that the powers of consent are not intended to be absolute. She is therefore entitled to the income *in specie*.—CUNSELL, C. *Stafford Crossman; Baden Fuller and C. E. Bovill. SOLICITORS, Ralph Leach & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

## New Orders, &c.

### War Orders and Proclamations, &c.

The *London Gazette* for 22nd October contains the following:—

1. A Foreign Office Notice, dated 22nd October, making further additions to the list of persons to whom articles exported to China or Siam may be consigned.
2. A Foreign Office Notice, dated 22nd October, in continuation of the notice published in the *Gazette* of 15th October, of ships whose cargoes, or parts of them, have been detained.
3. Two Admiralty Notices to Mariners, dated 19th October, one (No. 978 of the year 1915, cancelling No. 886 of 1915) relating to Scotland, East Coast, and Orkney Isles, and making pilotage compulsory at certain ports; and the other (No. 979 of the year 1915) relating to England, South Coast. The latter closes the Port of Newhaven to private merchant vessels in the following terms:—

The Port of Newhaven is closed to all merchant vessels other than those employed on Government Service and those which have previously obtained special permission to enter from the Divisional Naval Transport Officer, Newhaven.

The *London Gazette* of 26th October contains the following:—

4. An Order in Council, dated 20th October (printed below), excluding Article 57 of the Declaration of London.
5. An Order in Council, dated 20th October, extending to the Isle of Man the Elections and Registration Act, 1915, with certain adaptations.
6. A Foreign Office Notice, dated 26th October, making additions or corrections to the lists of persons to whom articles exported to Siam may be consigned.

## Declaration of London.

### ORDER IN COUNCIL.

Whereas by the Declaration of London Order in Council No. 2, 1914, His Majesty was pleased to declare that, during the present hostilities, the provisions of the said Declaration of London should, subject to certain exceptions and modifications therein specified, be adopted and put in force by His Majesty's Government; and

Whereas, by Article 57 of the said Declaration, it is provided that the neutral or enemy character of a vessel is determined by the flag which she is entitled to fly; and

Whereas it is no longer expedient to adopt the said Article: Now, therefore, His Majesty, by and with the advice of His Privy Council, is pleased to order, and it is hereby ordered, that from and after this date Article 57 of the Declaration of London shall cease to be adopted and put in force.

IT'S WAR-TIME, BUT — DON'T FORGET

THE MIDDLESEX HOSPITAL.

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

In lieu of the said Article, British Prize Courts shall apply the rules and principles formerly observed in such Courts.

This Order may be cited as "The Declaration of London Order in Council, 1915."

And the Lords Commissioners of His Majesty's Treasury, the Lords Commissioners of the Admiralty, and each of His Majesty's Principal Secretaries of State, the President of the Probate, Divorce, and Admiralty Division of the High Court of Justice, all other Judges of His Majesty's Prize Courts, and all Governors, Officers, and Authorities whom it may concern, are to give the necessary directions herein as to them may respectively appertain.

20th October.

## Defence of the Realm Regulations.

### ORDER IN COUNCIL.

(*Gaz.* 14th Oct.; see *ante*, p. 11.)

Whereas by an Order in Council, dated the twenty-eighth day of November, nineteen hundred and fourteen, His Majesty was pleased to make Regulations (called the Defence of the Realm (Consolidation) Regulations, 1914) under the Defence of the Realm Consolidation Act, 1914, for securing the public safety and the defence of the Realm:

And whereas the said Act has been amended by the Defence of the Realm (Amendment) Act, 1915, the Defence of the Realm (Amendment) No. 2 Act, 1915, and the Munitions of War Act, 1915:

And whereas the said Regulations have been amended by Orders in Council, dated the twenty-third day of March, the thirteenth day of April, the twenty-ninth day of April, the second day of June, the tenth day of June, the sixth day of July, the twenty-eighth day of July and the twenty-fourth day of September, nineteen hundred and fifteen:

And whereas it is expedient further to amend the said Regulations in manner hereinafter appearing:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, that the following amendments be made in the said Regulations:—

1. In Regulation 18, for the words "or war materials" there shall be substituted the words "or aircraft," and for the words "by any such forces or ships" there shall be substituted the words "by any such forces, ships or aircraft, or with respect to the supply, description, condition, transport, or manufacture or storage, or place or intended place of manufacture or storage, of war material."

2. After Regulation 18a the following Regulation shall be inserted:—

18a.—(1) Where an application has been made, whether before or after the date of the making of this order, for the grant of a patent or the registration of a design in the United Kingdom, and the Comptroller-General of Patents, Designs, and Trademarks is satisfied that the publication of the invention or design might be detrimental to the public safety or the defence of the Realm, or might otherwise assist the enemy or endanger the successful prosecution of the war, he may delay the acceptance of the complete specification filed with the application for the patent, or, as the case may be, the registration of the design, and in such case may by order prohibit:—

- (a) the publication or communication in any way of the invention or design;
- (b) application being made for the protection of the invention or design in any enemy or neutral country; and
- (c) application being made for the protection of the invention or design in any allied country or in any of His Majesty's Dominions without the permission of the Admiralty and Army Council.

(2) No person shall apply for the grant of a patent in respect of any invention or the registration of a design in any foreign country, or any of His Majesty's Dominions, unless he has left at, or sent by post to, the Patent Office, a notice of his intention, together with a provisional specification describing the nature of the invention or, as the case may be, a representation or specimen of the design, nor until after the expiration of one month from the time when such notice was given, and if during the said month the Comptroller-General is satisfied that the publication of the invention or design might be detrimental to the public safety or the defence of the Realm, or otherwise assist the enemy or endanger the successful prosecution of the war, he may make a like order as in respect of cases in which application is made for the grant of a patent or the registration of a design in the United Kingdom.

(3) Before exercising any of his powers under this Regulation as respects any matter the Comptroller-General shall consult with the Admiralty and Army Council and shall not act except upon the request of the Admiralty or Army Council.

(4) If any person contravenes the provisions of this Regulation, or of any order made thereunder, he shall be guilty of an offence against these Regulations.

5. In Regulation 27, after the words "or spread reports or make statements" there shall be inserted the words "or commit any act intended to, or."

4. In paragraph (d) of Regulation 45, after the words "calculated to deceive" there shall be inserted the words "or any lights, letters, colours or marks, calculated to lead to the belief that the vessel, building, structure, premises, vehicle or article, is the property or is being used for the service of His Majesty or any Government Department."

5. In Regulation 57, for the words "or, in the case of Regulation 27, of causing disaffection or alarm or prejudicing the recruiting, training, discipline, and administration of any force" there shall be substituted

the words "or, in the case of Regulation 27, of causing any such disaffection, interference or prejudice as is mentioned in that Regulation."

6. In Regulation 60, after the words "posted up in pursuance of these Regulations" there shall be inserted the words "or any other notice, advertisement or placard, relating to any of His Majesty's forces or any naval or military matters exhibited or posted up under lawful authority."

14th October.

## Societies.

### The Law Society.

#### BELGIAN LAWYERS' RELIEF FUND.

This fund has been formed with the approval of His Excellency the Belgian Minister, and in consultation with the War Refugees' Committee, and has the support of the Lord Chancellor, the Lord Chief Justice of England, the Master of the Rolls, and Lord Justice Phillimore, and also of the Bar Council, the Law Society, the Scriveners Company, the Society of Public Notaries of London, and the Incorporated Society of Provincial Notaries of England and Wales. The object of the fund is to provide for the financial need existing amongst Belgian lawyers now refugees in this country.

Amount already acknowledged	...	...	...	£	s.	d.
				2,511	4	0

#### SIXTH LIST OF DONATIONS.

Muirhead Bone, Esq., per the Belgian Legation	...	50	0	0
Shanghai Bar, Members, by D. McNeill, Esq.	...	50	0	0
Hong Kong Law Society, Members, by C. D. Wilkinson, Esq.	...	40	1	5
Cambridgeshire Law Society	...	10	10	0
Jackson Hunt, Esq.	...	10	0	0
H. A. McCardie, Esq.	...	5	5	0
Messrs. Tolhursts & Cozens	...	5	5	0
C. G. M.	...	5	0	0
Messrs. Currie Williams & Williams	...	3	3	0
Messrs. Guscotte & Fowler	...	2	2	0
W. E. Tetley, Esq.	...	2	2	0
T. S. Girdler, Esq.	...	2	2	0
C. L. Sayer, Esq.	...	1	1	0
J. H. Field, Esq.	...	1	1	0
Messrs. Cree & Turner	...	1	1	0
D. H. Davies, Esq.	...	1	1	0
H. B. Hartley, Esq.	...	1	1	0
R. Evans Prall, Esq.	...	1	1	0
James Druitt, Esq.	...	1	1	0
Thos. Priestman, Esq.	...	1	0	0
H. J. Holme, Esq.	...	0	10	6

Further subscriptions, which are urgently required, may be sent by cheque, crossed "The Belgian Lawyers' Relief Fund," to Mr. E. R. Cook, Secretary, Law Society, Chancery-lane, W.C., by whom they will be acknowledged.

### The Inner Temple.

A memorial service for Sir Thomas Bucknill was conducted at the Temple Church on Monday by the Master, assisted by the Reader. The family mourners were Mr. T. D. Bucknill, Mr. and Mrs. S. P. B. Bucknill, Miss Julia Bucknill, and Miss Ford, and among others present were:—The Home Secretary, Lord Justice Pickford, Lord Justice Swinfon Eady, Lord Justice Bankes, the Earl of Halsbury, Sir Samuel Evans, Sir Edward and Lady Letchworth, Mr. Justice and Lady Bargaive Deane, Mr. Justice Bray, Mr. Justice Sankey, Sir Harry Poland, K.C., Judge Tindal Atkinson, Master Macnamara, Mr. E. W. Hansell (Master of the Inner Temple), Sir Forrest Fulton, Sir Acton Blake, Sir Alfred Kempe, Mr. English Harrison, K.C., Mr. W. F. Hamilton, K.C., Mr. Muir Mackenzie, K.C., Mr. Hugo Young, K.C., Mr. Rickards, K.C., Mr. Marshall Hall, K.C., M.P., Mr. de Colyar, K.C., Mr. Roskill, K.C., Mr. Lewis Thomas, K.C., Mr. A. Parsons, K.C., Mr. E. Pollock, K.C., M.P., Mr. Compton Smith, Mr. R. W. Stevens, Mr. C. W. Kent, Mr. F. A. Wilshire, Mr. E. F. Turner, Mr. S. H. Leonard, Mr. Butler Aspinall, K.C., Mr. Holford Knight, Mr. Lecke, Mr. Barnes, Mr. J. D. Langton, Mr. G. B. Ellis, Mr. Cancellor, Mr. Tyrrell Paine, Mr. Templeton, and the Sub-Treasurer of the Inner Temple.

### Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 15th inst., Mr. Alfred Davenport in the chair. The other directors present being: Messrs. F. E. F. Barham, J. Field Beale, George H. Bower, T. S. Curtis, Walter Dowson, H. Fulton (Salisbury), Chas. Goddard, W. H. Gray, J. R. B. Gregory, C. G. May, Maurice A. Tweedie, and R. W. Tweedie.

Grants to the amount of £780 were made to poor and deserving cases. Four new members were admitted, and other general business transacted.

## ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720.

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## Dr. Waldo's Report.

(Continued from page 15.)

*Sale of Poisons.*—The working of the Pharmacy and Poisons Act, and the easy purchase of poisonous drugs, often leading to the "drug habit," has been illustrated at several inquests during the past year. In one case, that of an Indian woman from Assam, who had been living with a retired civil engineer for many years, both were addicted to the habit of injecting morphine and cocaine, first given on medical advice, and taking by the mouth enormous quantities of the latter drug with opium, which apparently they obtained without difficulty from various chemists. The woman at last died as a result of taking an overdose of the drugs in question. Aside from any possible laxity on the part of the chemist, nothing is easier than for a person provided with the prescription of a medical man to visit any number of chemists and, without any questions being asked, procure by its means sufficient deadly poison, such as morphine, with which to kill himself or others. In another case it was given in evidence by the manager of a large druggist's store in South London that the deceased woman, who had formerly lived for some years in India, where she had first taken opium upon medical advice, had been supplied by him weekly during the past six years with five or six ounces of tincture of opium, commonly known under the name of laudanum. All that the law requires is that this poison should be sold by a registered chemist in a bottle distinguishable by the word "Poison," and that the label should bear the name of the drug and the name and address of the seller. All this was done and no questions were asked. During the inquiry, the important fact was elicited that the new edition of the "British Pharmacopoeia" was about to be published, and with it the strength of laudanum had been increased, whereby it was automatically brought within Part I. of the Schedule of Poisons with its more stringent regulations. This alteration would at once make it necessary for the chemist to sell the poison only to those he knew, after inquiring the use for which it was required and other particulars, and finally obtaining the signature of the purchaser in his poisons book.

The jury agreed with me that the habit of drug-taking was a public danger, destructive alike of the bodily, mental, and especially the moral faculties, and that every means ought to be taken to prevent the evil, and that greater restriction of the sale of dangerous drugs was urgently needed in the public interest. At the same time the jury asked me to write to the General Medical Council thanking them for the useful action they had taken in the matter, and also to the Privy Council and the Council of the Pharmaceutical Society, the two authorities who decide which drugs are to be scheduled as poisons, and in which part of the schedule each poison is to be placed. At present the terms "laudanum" and "tincture of opium" mean one and the same thing under the Pharmacy and Poisons Act. Hitherto this drug has been under Part II. of the Schedule of Poisons, but the recent action of the General Medical Council in increasing the official strength of tincture of opium brings it under the more stringent regulations of Part I. In order to evade the consequences of this change the chemists are selling laudanum of the old or weaker strength known as the 1898 Preparation. The official "laudanum" now contains 1 per cent. of morphine, and therefore comes into Part I. of the Schedule, which includes "opium," and all preparations or admixtures containing 1 or more per cent. of morphine. At present the public may purchase from a chemist two "laudanums," the one coming under Part II., and the official "laudanum," synonymous with "tincture of opium," 33 per cent. stronger than the former, and coming under Part I. of the Schedule. Considering the deadly properties of the drug, and that one drop of the weaker "laudanum" has been known to kill a baby, so long as the two kinds are allowed to be sold under the same name, fatal mistakes between the bottles containing the poison are bound to happen, and the work of the Coroner accordingly increased. It would be greatly to the public interest if the Privy Council disallowed the use of the word "laudanum" save only as a synonym for the now official "tincture of opium."

*Fire Inquests.*—I have on former occasions frequently suggested the advisability of an extension of the City Fire Act to my jurisdiction in

Southwark. Of late several suspicious fires have occurred in the docks and warehouses of this important riverside district, where, at present, there are no means of inquiring judicially into the origin and circumstances of non-fatal fires. The Departmental Committee who inquired into the law and practice of Coroners recommend a still wider extension of fire inquests than to Southwark only, since, in their report published in 1909, they say: "We have come to the conclusion that the system of fire inquests established by the Act of 1838 has worked well in the City of London, and that the benefit of this system ought to be extended to the country at large. Both Dr. Waldo, the City Coroner, and Lieutenant-Colonel Fox, the Chief Officer of the London Fire Salvage Corps, have been strongly impressed by the utility of the Act. The operation of the Act is both preventive and remedial. The fact that a public inquiry may be held has a deterrent effect on incendiarism, and, if an incendiary fire takes place, an inquest provides additional machinery for detecting and punishing the crime. The police may suspect arson in certain cases, but may not have sufficient evidence on which to form a charge of arson against a specific individual. They have no power to obtain further evidence by summoning witnesses and examining them on oath. They must be satisfied with such statements as the persons they interrogate choose to give. The City Coroner, on the other hand, by holding an inquest can bring before him any person who may throw light on the circumstances of the fire, and examine him on oath, and in this way can properly obtain material information, which would not be admissible in evidence where a specific individual was charged with arson before a magistrate. As regards accidental fires, the knowledge that an inquest may be held tends to keep property owners up to the mark in the matter of fire-prevention, fire-extinction, and life-saving appliances, while the holding of an inquest directs attention to these matters, and the evidence often leads the jury to make, by means of riders to their verdict, useful suggestions as to means to be taken to prevent fires in future. The advantage of an inquest in the case of accidental fires applies particularly to factories, institutions, and other places where large numbers of persons are collected together. A further advantage of fire inquests would be the improvement of fire brigades. The men would be stimulated to increased exertions, and the attention of local authorities would be called to the need for maintaining their fire brigades in a state of efficiency." Although five years have now elapsed since the committee's report was published, nothing has been done so far with a view of bringing about the adoption of their recommendation with regard to the general holding of fire inquests by Coroners. Since the outbreak of the war the special constables in the City have done much unostentatious but useful work at fires. In more than one instance they have, by means of praiseworthy watchfulness at night, coupled with an intimate knowledge of the topography of their beat, been the first to discover the fire and give the alarm to householders as well as to the Fire Brigade. At no time is there greater need for full and careful investigation into the origin of fires than at present.

The reports contain a series of appendices dealing with the matters referred to; in particular three interesting appendices on treasure-trove.

## Destruction of Pamphlets under the Defence of the Realm Acts.

Alderman Sir John Knill gave judgment at the Mansion House on Tuesday, says the *Times*, in the summonses issued by the City Police at the instance of the Director of Public Prosecutions under the Defence of the Realm Act against the owners of certain publications and pamphlets found at St. Bride's House, Salisbury-square, which is in the joint occupation of the National Labour Press and the Independent Labour Party, to show cause why these publications should not be destroyed or otherwise disposed of. He ordered all the documents to be destroyed.

Mr. Muir, who appeared for the Public Prosecutor, asked Mr. Holford Knight, one of the counsel for the parties cited, to name someone connected with the Independent Labour Party to whom any order issued by the Court could be personally addressed. The Independent Labour Party was hardly a legal entity.

Mr. Holford Knight gave the names of Mr. Francis Johnson and others.

Mr. Muir made a similar request in regard to the "Stop the War Committee," and Mr. Scott Duckers gave the names of Mr. C. Henry Norman and Ethel Bellis.

Sir John Knill said before he pronounced his formal decision he desired to say in fairness to the several owners appearing before him that he had deemed it his duty to peruse carefully the various documents in question, not merely relying on the particular pages respectively indicated to him by the prosecution, but taking each pamphlet as a whole. His order was that all the documents in the list before him—even in number—should be destroyed after the expiration of seven days.

Mr. Holford Knight asked if the order included the following pamphlets:—

- (1) "Belgium and the Scrap of Paper," by Mr. H. N. Brailsford;
- (2) "How the War Came";
- (10) "Persia, Finland, and our Russian Alliance";
- (18) "Franco-Russian Militarism"; and
- (7) "The Devil's Business," by Mr. Fenner Brockway.

If so, and he understood it was, his clients would consider whether they ought not to appeal, as the order struck at the root of the free

discussion of matters of public interest. He asked for a stay of execution for twenty-one days.

Sir John Knill said he understood he had no power to make such an order. There was an opportunity, within the next seven days, of considering the subject of an appeal.

## Obituary.

### Mr. John Durham.

Mr. JOHN DURHAM, of the firm of Messrs. Durham & Charlton, of Surbiton, died at Cedar House, Claremont-road, Surbiton, on 25th October. Mr. Durham, who was admitted in 1863, is stated to have been the oldest practising solicitor in the county of Surrey.

### Mr. A. C. Osborne Morgan.

Lieutenant ARTHUR CONWAY OSBORNE MORGAN, R.F.A., 4th Staffordshire Battery, III. North Midland Brigade, officially reported "wounded and missing," and unofficially reported killed in France on 13th October, was the only son of the late Rev. Henry Arthur Morgan, D.D., Master of Jesus College, Cambridge, and of Mrs. Morgan, 45, Bramham-gardens, S.W., and nephew of the late Sir George Osborne Morgan, M.P. Born at St. Radegund's, Cambridge, on 11th January, 1885, he was educated at St. Faith's, Cambridge, under Mr. Goodchild, at Temple Grove, East Sheen, at Winchester, and at Trinity College, Cambridge, where he graduated in the Classical Tripos in 1906, and was president of the Union in the same year. At Winchester he won the King's Gold Medal for a Latin essay and at Cambridge the Chancellor's Gold Medal for English verse. After leaving college he spent a year in Germany and France to study languages. He was called to the Bar by Lincoln's Inn in 1909, and attached himself to the Chancery side. He was successively pupil to the Hon. W. H. Cozens-Hardy, K.C., to Mr. (now Mr. Justice) Sargant, and to Sir Philip Gregory. He went out to France with the brigade last March. His colonel, in a letter to Lieutenant Morgan's mother, writes:—"Your son has given his life for his country doing a very courageous action. We all loved him and feel the loss very acutely. He was always so cheerful and plucky under all circumstances and always set a great example to us all of personal bravery. In the attack on a redoubt here he was in charge of a bomb gun, and, seeing the infantry hanging back and recognising the great importance of taking the trench, he dashed in front of the infantry and led them on and occupied the trench, all the infantry officers having been shot down. He was shot dead in the act of cheering others on who were still behind. The report of his conduct has been forwarded to the G.O.C. of the division."

### Mr. Herbert Lumb.

Lieutenant HERBERT LUMB, Royal Field Artillery, who died from sickness while with the Mediterranean Expedition, was the youngest son of Mr. and Mrs. James Lumb, of 47, Putney-hill, S.W., and was twenty-eight years old. He was educated at Harrow, and Clare College, Cambridge, called to the Bar by the Inner Temple in 1910, and joined the Northern Circuit. On the outbreak of the war he enlisted in the Artists' Rifles, and in September following was given a commission in the Royal Field Artillery. He was a good athlete, and well known in the rowing world. He was in the Harrow School Gymnasium Eight in 1903-4-5, the Cambridge University Gymnasium Eight in 1908, and Captain of the Clare College Boat Club, 1909. On leaving Cambridge he joined the London Rowing Club, and was elected captain. He stroked the Club's Grand Eight at Henley, 1910-11-13-14, and rowed No. 2 in the four which won the Wyfold Cup last year.

### Mr. E. R. Collisson.

Captain and Adjutant EDWIN READ COLLISSON, 1/6th South Staffordshire Regiment, who was killed in action in France on 13th October, was the third surviving son of the late William Collisson, associate on the South-Eastern Circuit, of 134, King Henry's-road, N.W., and 27, Bedford-row, W.C. He was born in 1867 and was educated at St. Bede's School, Eastbourne, and St. Edward's School, Oxford, where he represented his school at cricket and football. He was admitted a solicitor in 1910, and was a partner in the firm of Messrs. G. R. Thorne, Sons, & Co., of Wolverhampton. He held for several years a commission in the Territorial Force and served for some months after the outbreak of the war as transport officer. He went to France last February, and in June was promoted captain and adjutant of his regiment.

### Mr. Frank Bertram Mayer.

Lieutenant FRANK BERTRAM MAYER, 5th North Staffordshire Regiment, was killed in action at Loos on 13th October, aged thirty-two. He was the eldest son of the late Mr. F. C. Mayer, solicitor, Burslem,

and was educated at Clifton College. He was admitted a solicitor in 1907, and became a member of the firm of Messrs. Mayer and Nelson, solicitors, Burslem. Lieutenant Mayer was shot in the leg while gallantly leading his men in a charge. He was afterwards seen to crawl to one of his men who was dying to give him a drink from his water-bottle, and was shot through the head in the act of holding the bottle to the man's lips.

### Mr. George Howard Foord.

Lieutenant GEORGE HOWARD FOORD, A.S.C., was born on 7th April, 1885, and was educated at Dulwich College. He proceeded to Pembroke College, Cambridge, and took the M.A. degree. After having been articled to his father, Mr. Thomas H. E. Foord, he was admitted a solicitor in 1909, and has been for some years in partnership with his father at 16, Philpot-lane, under the style of Foord & Son.

His younger brother, now a solicitor, was also in the office, and at the outbreak of the war was reading for his Final Examination. It was arranged between the brothers that one should enlist, and the other remain to assist their father. The younger, being unmarried, enlisted as soon as he could in the Inns of Courts O.T.C., and is now in France a Second Lieutenant in the 8th R.W.K. Regiment.

Lieutenant George Howard Foord could not be content with serving as a special constable and as platoon commander in the Volunteer Training Corps, and in March last he applied for and at once obtained a commission as Second Lieutenant in the Army Service Corps.

After a few months' training he was given the command of ten dépôt units of supply, and promoted Lieutenant. He took the ten units to Gallipoli, and within a few days after his arrival he was struck down by a fragment of shell while walking with a brother officer. He died on the next day, 13th October, without having recovered consciousness or suffered pain. He lies buried in the cemetery at Cape Helles, the funeral having been attended by the officers of the Reserve dépôt and all the men that he had taken out. He married in 1912 a daughter of Mr. Ellis Marsland, a Past Master of the Tylers and Bricklayers Company, and she and one little son survive to mourn his loss.

Lieutenant Foord had recently been elected a member of the Court of the Turners' Company, of which company his father is a Past Master and his grandfather had been three times Master.

## Legal News.

### Changes in Partnerships.

#### Dissolutions.

HENRY BAYLISS WORRELL and ALBERT MILLS WORRELL, solicitors, 80, Coleman-street, in the City of London (H. B. Worrell & Son). September 30. [Gazette, Oct. 22.]

#### Appointments.

MR. EDWARD CHEPMELL OZANNE (Procureur in the Royal Court of Guernsey) has been appointed to the Office of Bailiff of the Island of Guernsey, in the room of Sir William Carey, deceased.

### Information Required.

Re MARY ANN BRANSON, Deceased.—Any solicitor having the custody, or having been concerned in the preparation, of a will of Miss Mary Ann Branson, late of Ealing, and formerly of Richmond, Surrey, who died in August, 1915, is requested to communicate with Messrs. Crook & Jones, solicitors, 4, King-street, Cheapside. Presumably a solicitor at Ealing was employed.

### General.

The Middlesex Sessions opened on Saturday with the lowest calendar on record, there being only six names, as compared with the fifty which frequently figured a few years ago.

At a meeting of the Corporation of London on the 21st inst. Mr. Brinsley-Harper asked whether the boys at the City of London School had expressed a desire to give up learning German and to substitute another foreign language. Mr. Banister Fletcher, chairman of the City of London Schools Committee, said he had heard nothing of any such desire, and he could not imagine it being made, as German was an important part of their education.

During an inquest last week at Waltham Abbey it was discovered that the name of the dead man had been wrongly recorded. The Coroner, Dr. Collins, remarked that the alteration of the name throughout the depositions would have to be duly attested. It was lucky the error had been discovered, because he dared not alter the depositions after the inquest. That would be felony, and two Coroners who had done it had been sent to prison.

Knutsford County Gaol, one of the oldest prisons, and the scene of nearly all the Cheshire executions, has been taken over by the military authorities. The prisoners are being transferred to Liverpool and elsewhere.

At Hitchin Sessions on Tuesday Maud Rogers Randolph, of The Dess, Letchworth, was fined 30s. and £2 16s. costs for refusing to fill up her National Registration Form. She said she recognized no force, and accepted the alternative of a month's imprisonment.

In the House of Commons on Tuesday Mr. Lloyd George, answering a question by Mr. Pringle addressed to the Prime Minister, whether in making new appointments of Law Officers in consequence of the resignation of the late Attorney-General he would abolish the system of payment partly by fees and partly by salary, said: My right hon. friend will consider the suggestion.

In the Bow County Court recently, on the application of the proprietors of the Millwall Football Club, Judge Smyly terminated, subject to a declaration of liability, an award of £1 a week under the Workmen's Compensation Act in favour of Samuel Frost, right half-back of the club. Sir John Collicie, M.D., said Frost was quite capable of earning £3 10s. a week at munitions work.

The *Times* is informed that a women's advisory committee has been appointed by the Central Control Board (Liquor Traffic), in conjunction with the Ministry of Munitions, to inquire into and to advise the Board regarding the alleged excessive drinking among women, and to suggest what action, if any, is required in the interests of national efficiency. Mrs. Creighton has been appointed chairman, and the names of the members of the committee will be published shortly.

The *Times* Parliamentary correspondent writes in the issue of 22nd October:—The Government are seriously tackling the problem of higher rents in working-class districts. Both the Ministry of Munitions and the Local Government Board are making inquiries in the areas in which the grievance has already arisen, and the need for early action has been established. There can be no effective remedy without legislation, which will have to take into account the rise in prices and other points in the workman's Budget.

A message of 20th October from Wellington, New Zealand, to the *Times*, says that the Alien Enemy Teachers Act having terminated the professorship of an unnaturalized German at Victoria College, the Council has voted a year's salary, being the maximum compensation the Act allows, and expressed its high appreciation of the professor's fourteen years' fruitful service. It also protested against the special legislation determining the contract, as opposed to British traditions. Public and academic opinion is sharply divided on the subject, the former supporting the Government and the latter the Council.

In the House of Commons on Wednesday Mr. Ronald M'Neill asked whether the Foreign Secretary had taken, or intended to take, any steps to convey to the Military Governor of Brussels that, when opportunity offered, he would be held personally responsible by his Majesty's Government for the quasi-judicial assassination of Miss Cavell. Lord Robert Cecil: On the 5th May last the Prime Minister assured the House that due reparation would be exacted from all persons, whatever their position, who can be shewn to have maltreated our prisoners in Germany. That pledge still holds good, and applies with twofold force in the case of the savage murder under legal forms of a noble woman. I do not think that it would serve any good purpose to attempt to convey this resolve to any particular German official, who, for aught we know at present, may not be the chief offender.

The Council of the Senate at Cambridge report that they have prepared a statute under the Universities and Colleges (Emergency Powers) Act, 1915, empowering the university to postpone or suspend, until any date not later than the end of the emergency period, the election or admission to any professorship, readership, studentship, prize, or other similar emolument now or to become vacant. The moneys obtained by such postponement or suspension would be paid to the University Chest. During the past academic year over £1,200 attaching to studentships, scholarships, and prizes have been unawarded. The statute contains powers enabling the holders of such emoluments who are engaged in service connected with the war to resume them when they are in a position to comply with the conditions subject to which they were elected. The statute, if passed, would take effect as from 5th August, 1914.

The Central Control Board (Liquor Traffic), says the *Times*, has recently held local inquiries at Birmingham, Sheffield, and Leeds. It is expected that regulations for these areas will be issued shortly. Correspondents in the north of England state that the feeling among all classes, including those engaged in the liquor trade, is strongly in favour of a general application of the permissive dilution of spirits. Considerable inconvenience is being caused to the trade, which is permitted in the scheduled areas to dilute spirits down to 35 under proof, whereas in the non-scheduled areas they are liable to prosecution under the Food and Drugs Act if they dilute below 25 deg. There has been a very considerable diminution in the number of convictions for drunkenness in the scheduled areas. The "no-treating" order has also improved matters, so far as the military are concerned, in the neighbourhood of the great London termini, especially at Victoria. But there is still far too much drunkenness in the metropolitan area, especially among women.

The Chester justices have adopted, with three dissentients, a resolution advocating the extension of the provisions of the order of the Board for the Liverpool and Mersey district to the whole of the county of Chester.

The High Sheriff of Lancashire (Mr. Edward Graham Wood) has decided to discontinue for the remainder of his year of office the official dinners at which it is customary for the High Sheriff to entertain the Grand Jury, and instead to make a contribution to the funds of the Red Cross Society and the Order of St. John of Jerusalem. In sending a cheque for £500 Mr. Wood stated that he regarded economy in both public and private life as a first obligation.

In the House of Commons on Tuesday Lord Robert Cecil, replying to a question by Sir J. D. Rees, as to whether the Government had, or whether it proposed to take, power to confiscate German goods, whether or not contraband, said: His Majesty's Government have already power to seize and apply to the Prize Court for the condemnation of enemy property if on board British or Allied vessels, and similarly to seize and apply for the condemnation of property, whatever the ownership, on board neutral vessels if it is contraband and the necessary destination can be proved. They have also power under the Proclamation of 11th March to seize enemy property, not being contraband, on board neutral vessels, and to apply to the Prize Court in order that such property may be dealt with in accordance with the provisions of that Proclamation. These powers are considered by his Majesty's Government to be the best suited for the effective prosecution of the war. Sir J. Rees: Does that mean that the Government are at length going to put forth their full strength in respect of sea power? Lord R. Cecil: I am glad my hon. friend has asked that question. As far as I am aware, the Government ever since I have been a member of it has put forward the whole of its strength, and exercised all its belligerent powers, in order to bring this war to a conclusion, and always will do so.

The City and Southwark coroner (Dr. Waldo) held an inquest recently on Henry Butler, an old age pensioner of Toulmin-street, Southwark, who was found lying dead on the tramcar track in Marshalsea-road, Southwark, early on a Saturday morning. A barrister stated that he had been instructed by a City firm of solicitors to represent the widow. The widow said she had not instructed any solicitor; she was too poor to do so. She added that a gentleman called at her house and asked her to attend the firm's offices. She went there with her lodger, and, in answer to questions, she gave them particulars concerning her husband. Nothing was said about the payment of a fee, but the gentleman said that a representative would attend the inquest. The coroner remarked that lawyers did not work for nothing, and he did not understand how counsel came to appear. The barrister said that all he knew of the matter was that he found a brief had been left at his chambers. He would withdraw from the case. The coroner said he was making no suggestion in this case, but there was such a thing as "touting," which was a very serious thing. He would very much like to have seen somebody from the solicitor's office. It was not the first time that this point had been raised in his court, and if he came across a case of "touting" he would report it to the Law Society, for he was determined to put a stop to it. Counsel then withdrew. Witnesses then gave evidence regarding the finding of the deceased's body on the tram lines, and Dr. Bernard Spilsbury said that death was due to heart disease. In falling the old man had sustained an injury to his spine. The jury returned a verdict of "Death from natural causes."

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker & Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of WILLIAM BAKER & Co.—(Adv't.)

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON EMERGENCY ROTA.				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice JONES.	Mr. Justice NEVILLE.
Monday ..Nov. 1	Mr. Church	Mr. Borrer	Mr. Leach	Mr. Synges
Tuesday .....	Farmer	Leach	Goldschmidt	Borrer
Wednesday ..	Synges	Goldschmidt	Church	Jolly
Thursday .....	Jolly	Farmer	Greswell	Bloxam
Friday .....	Bloxam	Church	Jolly	Goldschmidt
Saturday .....	Greswell	Synges	Borrer	Farmer
Date.	Mr. Justice EVELL.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.
Monday ..Nov. 1	Mr. Greswell	Mr. Jolly	Mr. Farmer	Mr. Goldschmidt
Tuesday .....	Church	Leach	Synges	Bloxam
Wednesday ..	Borrer	Synges	Goldschmidt	Church
Thursday .....	Farmer	Leach	Greswell	Church
Friday .....	Synges	Bloxam	Church	Leach
Saturday .....	Jolly			

## High Court of Justice—King's Bench Division.

MICHAELMAS SITTINGS, 1915.

DATE.	1915.	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Low, J.	..	C.J.	Northern Circuit	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Saunders, J.	Chambers	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Sherrin, J.	Midland Circuit 1st Part	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Atkin, J.	Com. List	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Bailmore, J.	Oxford Circuit 1st Part	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Rowlatt, J.	Rev. Payer and N.J.	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Leese, J.	Divisional Court	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Horsfield, J.	Bankruptcy and Divorce	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Avory, J.	Divisional Court	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Scrutton, J.	Western Circuit	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Lord Colville, J.	Order XIV. and Q.J.	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
A. T. Law, J.	S.E. Circuit 1st Part	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Bray, J.	C.J.	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Darling, J.	S.J.	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Ridley, J.	S.J.	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Lord Chief Justice.	Engaged on public work elsewhere	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

## The Property Mart

Forthcoming Auction Sales.

November 4th.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart: Absolute Reversions, &c. (see advertisement, back page, this week).

## Creditors' Notices.

### Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, October 19.

HARRIS, EDMUND BURKE, High-street, Tonbridge Dec 1 Stimpson v. Harris, Astbury, J. Williamson, Aldermanbury.  
MITCHELL, WILLIAM, King's-road, Brighton Nov 13 Dickin v. Poynter, Judge in chambers Baker, Lennox-house, Norfolk-street

London Gazette.—FRIDAY, October 22.

CODY, SAMUEL FRANKLIN, Farnborough, Hants Dec 31 Green v. Cody, Williams Royal Courts, Room 552  
NEWMAN, WILLIAM ERNEST, High-street, Bow, Corn Chandler Nov 23 Inna v. Newman, Neville, J. Marston, Essex-street, Strand

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 15.

AVINS, CHARLES THOMAS, Battle, Sussex Nov 30 Morgan & Co, Stafford  
BENDLOSS, SARAH ANNIE, Brondesbury pk, Brondesbury Nov 25 Burne & Wykes, Lincoln's inn fields  
BODY, HENRY MARTIN, West Moors, nr Wimborne Dec 1 Sparkes & Co, Crediton  
BOWLES, JOHN HATWARD, Hougham, nr Dover Nov 11 Mowit & Mowit, Dover  
BOYD-MOSS, ERNEST WILLIAM, Worthing Nov 18 Bennett, Worthing  
BROOKFIELD, JULIANA, Stafford Nov 30 Morgan & Co, Stafford  
BROUGHTON, THOMAS BARKER, Huddersfield Nov 25 Brook, Huddersfield  
BROWN, JOHN SIMON, Gainsborough Nov 1 Forrest, Gainsborough  
CATES, JOSEPH, Binfield, Berks Nov 15 Smith & Son, Old Jewry chmbrs  
CHAFFLER, ELLEN, Cardiff Nov 30 Jones & Son, Cardiff  
COLTMAN, MARY KATHERINE, Russell rd, Crouch End Nov 30 Boyes & Son, Barnet, Herts  
COFF, MARY, Watchet, Somerset Nov 15 Joyce & Co, Minehead  
COUCH, HENRY, Poughill, Devon, Farmer Dec 1 Sparkes & Co, Crediton  
DAVIES, HENRY BALLARD, Nantymoel, Glam, Draper Nov 11 Morgan & Co, Cardiff  
DELEVINGTON, ELLEN ISABELLA, Clifton, Bristol Nov 5 Wansbroughs & Co, Bristol  
FOX, HENRY, Banbury, Oxford Oct 30 Fisher, Banbury  
FOY, WILLIAM HENRY, Manchester, Gent's Outfitter Nov 6 Dootson, Manchester  
GAMESON, MARGARET, Abergavenny, Mon Nov 15 Jacob, Abergavenny  
GANTER, JOSEPH, Rochester row, Westminster, Watchmaker Nov 20 Morten & Co, Newgate st  
GRAHAM, WALTER, Minchinhampton, Glos Dec 30 Munby & Sparkes, Crosby bldgs, Crosby sq  
GRIFFITH, WILLIAM NEWLING, Bacton, nr Hereford Nov 16 Wannop, Littlehampton  
HEWITT, JOHN, Sheffield, Licensed Victualler Nov 19 Watson & Co, Sheffield  
HICKLIN, MARY, Worthing Nov 15 Norris & Co, Bedford row  
HUTTON, ADA, Comeragh rd, West Kensington Nov 20 Cooney, North End rd, West Kensington  
KIRBY, Rev MICHAEL-PAUL, Eastwood, Nottingham Oct 22 Burrow, Eastwood, Notts  
LIGHTFOOT, ROBERT CHARLES, St Mary's mans, Paddington Dec 6 Waterman, Regent House, Regent st  
MANN, FREDERICK WILLIAM, Ashton under Lyne, Physician Nov 15 Heap, Ashton under Lyne  
MASTERLON, JULIET MARIE MARCHESA, Babbacombe, Torquay Nov 19 Jerome, Lincoln's inn fields  
MORTIMER, JOHN, Crediton, Devon Dec 1 Sparkes & Co, Crediton  
MOSLEY, PAGET PEPLOE, St James's sq Nov 13 Kirov & Co, The Sanctuary, Westminster  
MOXON, LOUISA, New Milton, Hants Goddard & Co, Clement's inn, Strand  
MUCKLOW, SARAH, Bennetts Whitstone, Cornwall Nov 30 Peter & Peter, Holsworthy, Devon  
MUIRHEAD, CHARLES, Alderley Edge, Chester Nov 30 Grundy & Co, Manchester  
MYROB, WALTER CHARLES TOWERS, Tirali Hall, Stafford Nov 30 Morgan & Co, Stafford  
PHEBOT, JAMES FREDERICK, Erlanger rd, New Cross Nov 30 Langford & Redfern, Queen Victoria st  
PETERS, ABEL ROGERS, Glastonbury, Nov 30 Austin & Bath, Glastonbury  
PETHERICK, BERTHA MARY, Consett, Durham Nov 12 Cooper & Goodger, New castle upon Tyne  
POWELL-LAND, JOHN, Crediton, Devon Dec 1 Sparkes & Co, Crediton  
RATCLIFFE, JAMES, Hawarden, Flint, Engineer Nov 10 Jolliffe & Hope, Chester  
RAWLINSON, LOUISA WILDMAN, Sydney house, Bedford Park Nov 25 Redpath & Co, Bush ln

REED, JOHN, Crediton, Devon, Coachbuilder Dec 1 Sparkes & Co, Crediton  
ROBINSON, RICHARD, Great Bentley, Essex Nov 20 Marshall & Co, Colchester  
SADLER, GEORGE, Oving, Sussex Nov 20 Arnold & Co, Chichester  
SHELDON, JOHN, Four Oaks, Warwick Nov 10 Arnold & Son, Birmingham  
TALBOT, Lieut GILBERT WALTER LITTLETON, Farnham Castle, Surrey Nov 15 Ford, Brighton  
TODD, ALEXANDER FINDLAYER, Ascot, Berks, Wine Merchant Nov 24 Vandercom & Co, Bush ln  
TREWMAN, Lt.-Col. GEORGE TURNER, Reading Nov 1 Martin & Martin, Reading  
URWIN, JOHN, Patricroft, Lancs Nov 30 Hollinrake, Eccles  
URWIN, LAVINIA, Patricroft, Lancs Nov 30 Hollinrake, Eccles  
VICK, ARTHUR ERNEST, Raynes Park, Surrey Nov 15 Madge, Gloucester  
WALWYN, JAMES, Eccles, Lancs Nov 20 Crofton & Co, Manchester  
WESTER, MARY, Micehead, Somerset Nov 10 Inledon & Newbery, Minehead  
WHITE, ALFRED GEORGE, Lee, Kent Nov 20 Martin, Queen st  
WILKINSON, RICHARD, Southwell, Nottingham, Rope-maker Nov 23 Kirkland & Lane, Southwell, Notts  
WILSON, WILLIAM, Brooklyn, USA Dec 31 Bullock & Co, Manchester  
WORTLEY, THOMAS, Cumberland terr, Seven Sisters rd Nov 20 Newton & Co, Eldon st

London Gazette.—TUESDAY, Oct. 19.

BATES, Capt STANLEY GREGORY, Frome, Somerset Nov 15 Macdonald & Longrigg, Bath  
BLACKMAN, JOHN, Drayton, Hants, Farmer Nov 15 Burley, Petersfield  
BRUCE, MARY STUART, Surbiton, Surrey Nov 29 Druces & Attles, Billiter sq  
BURNESS, JOHN, Alderley Edge, Cheshire, Farmer Nov 26 Domakin & Co, Manchester  
BYNG, HARRY GUSTAV, Bryanston sq Nov 25 Samuelson, Queen Victoria st  
CROOK, JOHN, Wheatley, Oxford Nov 15 Challoner & Co, Oxford  
DAWSON, HANNAH, Whalley, Lancs Nov 22 J & T Eastham, Clitheroe  
DICKINSON, ELIZABETH DE MONTMORENCY, Brighton Nov 30 Bridges & Co, Red Lion chmbrs  
DYER, Lady HELEN MARIA, Ascot, Berks Nov 22 Stileman & Neate, Southampton st, Bloomsbury sq  
EDWARDS, GEORGE LLOYD, Heme hill Nov 22 Stileman & Neate, Southampton st, Bloomsbury sq  
EDWARDS, MARY JANE, Clifton, Bristol Nov 22 Shepherd, Chancery ln  
ELD, MARY CHARLOTTE, Warwick Nov 16 Finch & Co, Preston  
ELLIOT, BLANCH WILHELMINA, Leatherhead, Surrey Nov 19 Williamson & Co, Sherborne ln  
GLIDDON, EDWARD COLLIVER, Great College st, Camden Town, Stationers' Illuminator Nov 30 Jennings, Kentish Town rd  
GRIFFITHS, Rev WILLIAM, Upwell, Dorset Nov 1 Lock & Co, Dorchester  
HALL, JOHN LEE, Sutherland av, Malda Vale Nov 24 Bright & Sons, George st, Mansion House  
HALL, SARAH SUZANNE, Brighton Nov 30 Parsons & Co, Regent st  
HARVEY, EDWARD ALBERT, Thundersley, Essex Oct 23 Jefferies & Co, Southend on Sea  
HICKMAN, DANIEL, Gornal Wood, nr Dudley, Staffs, Miller Oct 20 Lees, Dudley  
HOBSON, ALWYN CHADWYK, Lutterworth, Leicestershire Oct 30 Watson & Son, Lutterworth  
HOOK, THOMAS, Newnham on Severn, Glos Nov 15 Carter, Newnham  
JENKINS, EMMA, Shapwick, Somerset Nov 1 Lovibond & Co, Bridgwater  
JONES, SARAH, Cellan, Cardigan Nov 20 Picton & Co, Swansea  
LYNE, MARY ELIZABETH Liskeard Nov 20 Colson, Copthall av  
MILLS, FREDERICK, Orcheston St Mary, Wilts Dec 1 Wilson & Sons, Salisbury  
NEWTON, MARY BIRKETT, South Park, Lincoln Nov 13 Andrew & Thompson, Lincoln  
RADCLIFFE, DAVID BENJAMIN, Ashton under Lyne Oct 26 Fownall & Co, Ashton under Lyne  
RICE, CHARLES, Brooklyn, New York, USA Nov 20 Phelps & Keeling, Birmingham  
ROBERTS, JANE, Manchester Nov 11 Hinchcliffe, Manchester  
SANDEMAN, Capt GEORGE AMELIUS CRAWSHAY, Grosvenor gdms Dec 15 Harrison & Co, Vernon House, Bloomsbury sq  
SIMPSON, ROBERT MARSHALL, Hartlepool, Grocer Nov 30 Bell, West Hartlepool  
SMYTH, Col EDMUND, Theescombe House, nr Stroud, Glos Oct 31 Hawkins & Co, Hitchin, Herts  
SOULEY, ROBERT MACKENZIE, Birkdale, Lancs, Stockbroker Nov 30 Willmot & Hodge, Southport  
SUTTON, FRANK ROLAND, Elgbaston, Birmingham, Surveyor Nov 30 Taunton & Whitfield, Birmingham  
SYLVESTER, CHARLES JAMES, Central hl, Upper Norwood, Surrey Dec 1 Brooks & Co, Goddman st, Doctors' Commons  
THOMPSON, THOMAS CHARLES, Manchester, Printers' Engineer Nov 16 Dootson, Manchester  
WADE, MARY ANN ADELAIDE, Billericay, Essex Oct 25 Jefferies & Co, Southend on Sea  
WHITFIELD, ALLAN, Birmingham, Safe Manufacturer Nov 30 Taunton & Whitfield, Birmingham  
WRIGHT, MARIA, Keighley, Yorks Dec 1 Lister & Turner, Keighley.

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

## LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation. Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

## POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS



## Winding-up Notices.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Oct. 15.

ANGLO-RUSSIAN STEAMSHIP CO. LTD.—Creditors are required, on or before Nov 23, to send their names and addresses, and the particulars of their debts or claims, to Wilfrid Smiles, Ocean Chambers, Lowgate, Hull, liquidator.

CAMBRIDGE CIRCUS CINEMATOGRAF THEATRE, LTD.—Creditors are required, on or before Nov 23, to send their names and addresses, and the particulars of their debts or claims, to R. F. W. Fincham, 3, Warwick St, Grays' Inn, liquidator.

JOSEPH GRAYSON, LTD.—(IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to A. F. Vaughan, 94 Market St, Manchester, liquidator.

MITCHELL AND MADER, LTD.—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their debts or claims, to Harry Johnson Peart, 139 Colmore Row, Birmingham, liquidator.

SURFACING MACHINERY, LTD.—Creditors are required, on or before Nov 6, to send their names and addresses, and the particulars of their debts or claims, to Everard P. Major, Bank Chambers, Temple Row, Birmingham, or Ernest W. Harford, Albion House, King St, Gloucester, liquidators.

SURREY PRESS, LTD.—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to Percy Bantock Nevill, 65, New Broad St, liquidator.

WEBB, EVANS & CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct 22, to send their names and addresses, and the particulars of their debts or claims, to Mr. W. A. Rockliff, 44, Castle St, Liverpool, liquidator.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Oct. 19.

CHUDLEIGH AND DISTRICT CO-OPERATIVE SOCIETY.—Creditors are required, on or before Nov 17, to send their names and addresses, and the particulars of their debts or claims, to James White, Broad Quay, Bristol, liquidator.

HUNTER AND VAUGHAN, LTD.—Creditors are required, on or before Nov 25, to send their names and addresses, and the particulars of their debts or claims, to Mr. Albert Edgar Perkins, 36, Baldwin's, Bristol, liquidator.

## Bankruptcy Notices.

## RECEIVING ORDERS.

London Gazette.—FRIDAY, Oct. 22.

ANGOVE, ST AUBYN, Half Moon St, Piccadilly High Court Pet May 8 Ord Oct 12

BENN, JACOB, Newcastle upon Tyne, Tailor Newcastle upon Tyne Pet Oct 16 Ord Oct 18

CRANE, WILLIAM, Nottingham, Draper Nottingham Pet Oct 20 Ord Oct 20

DAVIES, DAVID JAMES, Aberdare, Coal Miner Aberdare Pet Oct 20 Ord Oct 20

DAVIS, ARCHIBALD ROBERT, Long Eaton, Derby, Stonemason Derby Pet Oct 19 Ord Oct 19

EDWARDS, ETHEL, Loughborough Leicester Pet Oct 18 Ord Oct 18

GUYER, AUBREY, Brecknock rd, Camden rd, Butcher High Court Pet Oct 1 Ord Oct 1

HARRISON, LEONARD, Hemmer, Derby, Grocer Derby Pet Oct 18 Ord Oct 18

HEATON, MICHAEL, Harden, Br Bingley, Yorks, Farmer Bradford Pet Oct 7 Ord Oct 20

HOLLOWAY, MINNIE, Torquay Exeter Pet Oct 1 Ord Oct 18

JEAFFONS, PAUL JAMES, Hampton, Middx, Credit Draper Kingston, Surrey Pet Oct 4 Ord Oct 19

JOHNSON, JOHN LOUIS, Chesterfield Tailor Chesterfield Pet Oct 9 Ord Oct 19

JOHNSON, JOHN WILLIAM, Tutbury, Staffs, Greengrocer Burton on Trent Pet Oct 18 Ord Oct 18

KAHREL, JOHN WARNER, Wilson St, Finsbury, Paper Agent High Court Pet Oct 18 Ord Oct 18

LANGLEY, ALFRED, A gm ring Sussex, Grocer Brighton Pet Oct 9 Ord Oct 19

LARNER, JOHN OSWALD, Hillsborough, Sheffield, Decorator Sheffield Pet Oct 18 Ord Oct 18

LIKEMAN, JOHN ADE, Reading, Grocer Reading Pet Oct 9 Ord Oct 9

LUNE, EDWARD, Radcliffe on Trent, Notts, Labourer Nottingham Pet Oct 16 Ord Oct 16

MCMITCHELL, JOSEPH, Liverpool, Steamer Attendant Liverpool Pet Oct 2 Ord Oct 20

MANCHESTER, His Grace the Duke of, Grosvenor sq, High Court Pet Feb 25 Ord July 25

MATTHEWS, PERCY JOHN GOODWIN, Cranbourne rd, Muswell Hill, Bank Clerk Edmonton Pet Sept 29 Ord Oct 18

NICHOLL, CHARLES EDWIN, Southport, Butcher Liverpool Pet Oct 18 Ord Oct 18

NIELSON & CO, Gloucester ter Onslow gdns, Auctioneers High Court Pet July 29 Ord Oct 20

NOYES, GEORGE HERBERT, York, Musical Instrument Dealer York Pet Oct 18 Ord Oct 18

PARKER, PHILIP SPAMAN, Surbiton, Surrey, Boat Proprietor Kingston, Surrey Pet June 24 Ord Oct 16

PEARCE, PETER JAMES, Tipton, Staffs, Window Cleaner Dudley Pet Oct 19 Ord Oct 19

PROCTER, THOMAS HENRY, Orleton, Hereford, Farmer Leominster Pet Oct 6 Ord Oct 18

READ, JAMES, Haven St, nr Ryde, Isle of Wight, Milk Retailer Newport Pet Oct 18 Ord Oct 18

SOLOMON, JACOB, Great Garden St, Whitechapel, Baker High Court Pet Oct 20 Ord Oct 20

UNDERWOOD, HENRY WILLIAM (the Younger) York, Grocer York Pet Oct 18 Ord Oct 18

WAKLEY, SIDNEY HOLMES, Clifton, Bristol, Plumber Bristol Pet Oct 18 Ord Oct 18

Amended Notice substituted for that published in the London Gazette of Sept 10:

EVANS, ALBERT WAKELEY, New Tredegar, Mon, Iron-monger Tredegar Pet Aug 6 Ord Sept 6

## FIRST MEETINGS.

BENN, JACOB, Newcastle upon Tyne, Tailor Nov 8 at 11 Off, Rec. 20, Mosley St, Newcastle upon Tyne

BIRKBECK, WILLIAM, Northwold, Norfolk Farmer Oct 30 at 1 Off, Rec. 3 Kings t, Norwich

BORN, ANNE, Barton in Furness Nov 2 at 11.30 Off, Rec. 16 Cornhill St, Barr 1, Farness

CARTER, FRANK ROSS, Derby rd, Huddersfield Oct 19 at 1.45 Off Rec, Bank Chambers Corporation St, Dewsbury

COOPER, HUGH ROWLAND, Birmingham Nov 3 at 11.30 Ruskin Chambers 191, Corp ra ion at Birmingham

EDWARDS, ETHEL, Loughborough Oct 29 at 3 Off Rec, 1, Berridge St, Leicester

FARNSWORTH, FRED, Langley Mill, Derby, Farmer Nov 2 at 12 Off Rec, 15, St Peter's churchyard, Derby

GARRATT, SAMUEL PORTER, Maldon, Essex, Flour Salesman Nov 1 at 11.14, Bedford row

GUYER, AUBREY, Brecknock rd, Camden rd, Butcher Nov 1 at 1 Bankruptcy bldgs, Carey at

HOLLOWAY, MINNIE, Torquay Nov 1 at 3 Off Rec, 9, Bedford circus, Exeter

HOPKINS, ALBERT VICTOR, Birmingham, Builder Oct 29 at 11.30 Ruskin Chambers, 191, Corporation St, Birmingham

JONES, WILLIAM MORGAN, Blaenau-gwent, Aberllynny Inkeeper Oct 29 at 11 Off Rec, 144, Commercial St, Newport, Mon.

KAHREL, JOHN WARNER, Wilson St, Finsbury, Paper Agent Nov 2 at 12 Bankruptcy bldgs, Carey at

KEELER, HERBERT EDMUND, Sheringham, Norfolk, Dairyman Oct 30 at 12.30 Off Rec, 8, King St, Norwich

LANGLEY, ALFRED, Angmering, Sussex, Grocer Nov 1 at 2.30 Off Rec, 124, Marlborough pl, Brighton

MURPHY, ROBERT, Manchester, Restaurant Proprietor Oct 29 at 2.30 Off Rec, Byrom St, Manchester

NIELSON & CO, Gloucester ter, Onslow gdns, Auctioneers Nov 1 at 12 Bankruptcy bldgs, Carey at

NOYES, GEORGE HERBERT, York, Musical Instrument Dealer Nov 2 at 3.30 Off Rec, The Red House, Duncombe pl, York

PARKER, MARY, Ilford, Essex Nov 1 at 11.30 14, Bedford row

SOLOMON, CHARLES, Treadlaw, Glam, Clothier Nov 2 at 11.15 Off Rec, St Catherine's Chambers, St. Catherine St, Pontypriid

SOLOMON, JACOB, Great Garden St, Whitechapel, Baker Nov 3 at 12 Bankruptcy bldgs, Carey at

SPEARING, ANDREW, Eccles, Lancs, Medical Practitioner Oct 29 at 3 Off Rec, Byrom St, Manchester

UNDERWOOD, HENRY WILLIAM (the Younger), York, Grocer Nov 3 at 3 Off Rec, The Red House, Duncombe pl, York

WOODCOCK, SAMUEL, Alderley Edge, Chester, Shuttle and Bobbin Manufacturer Nov 1 at 3.15 Off Rec, Greaves St, Oldham

## ADJUDICATIONS:

BIENBAUM, CHARLES, Douglas, Isle of Man, Wholesale Draper High Court Pet Aug 23 Ord Oct 19

BRIDGE, EDWARD, Didbury, Manchester, Pawnbroker Manchester Pet Sept 23 Ord Oct 30

COOPER, HUGH ROWLAND, Birmingham Birmingham Pet Aug 15 Ord Oct 19

CRANE, WILLIAM, Nottingham, Draper Nottingham Pet Oct 20 Ord Oct 20

SCARBOROUGH STEAM SHIPPING CO. LTD.—Creditors are required, on or before Nov 10, to send their names and addresses, and the particulars of their debts or claims, to Frederick Gattard Stephenson, 9, Sandaids, Scarborough, liquidator.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Oct. 22.

HENRY DOUGLAS & Co.—Creditors are required, on or before Nov 10, to send their names and addresses, and the particulars of their debts or claims, to Percy Bantock Nevill, 65, New Broad St, liquidator.

HIPPONDROME BOLTON, LTD.—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to W. H. Chantry, 61 and 62, Lincoln's Inn fields, liquidator.

ISLE OF WIGHT HOTELS, LTD.—Creditors are required, on or before Nov 22, to send their names and addresses, and the particulars of their debts or claims, to Robert James Ward, 2, Clements Inn Strand, liquidator.

B. TAYLOR & SONS, LTD.—Creditors are required, on or before Nov 19, to send their names and addresses, and the particulars of their debts or claims, to Edgar Bristow, District Bank Chambers, Commercial St, Halifax, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Oct. 15.

Varivane, Ltd.  
Hatfield Gallery of Antiques, Ltd.  
Page and Butler, Ltd.  
City Steam Laundry (Coventry), Ltd.  
Cotterveas Indicators, Ltd.  
Waterproof Films, Ltd.  
S. Franklin, Ltd.

Surrey Press, Ltd.  
Pryce Jones (Canada), Ltd.  
Fort Paragon Hotel, Ltd.  
Bedfordshire Seed Co, Ltd.  
Cressus South Gold Mines, Ltd.  
Gibson & Co, Ltd.  
Essenhigh Corks & Co, Ltd.

London Gazette.—TUESDAY, Oct. 19.

Balcombe Gas Co, Ltd.  
J. T. Booth, Ltd.  
H. Dyson & Sons, Ltd.  
Parr Machinery Co, Ltd.  
American Central Oil Syndicate, Ltd.  
Watermouth Steamship Co, Ltd.  
Chudleigh and District Co-operative Society.

Nickelburg & Co, Ltd.  
General Mercantile Co, Ltd.  
Novelty Construction Co, Ltd.  
Woodman Hambridge, Ltd.  
British Challenge Glazing Co, Ltd.  
Anglo-Romanian Mercantile Co, Ltd.  
F. Bull & Sons, Ltd.  
Yolanda Mining Corporation, Ltd.

DAVIES, DAVID JAMES, Robertstown, Aberdare, Coal Miner Aberdare Pet Oct 20 Ord Oct 20

DAVIS, ARCHIBALD ROBERT, Long Eaton, Derby, Stonemason Derby Pet Oct 19 Ord Oct 19

EDWARDS, ETHEL, Loughborough Leicester Pet Oct 18 Ord Oct 18

FENTON, EYLA, Ebury St, Spinsters High Court Pet Sept 1 Ord Oct 15

GARRATT, SAMUEL PORTER, Maldon, Essex, Flour Salesman Chelmsford Pet Oct 1 Ord Oct 18

GUYER, AUBREY, Brecknock rd Camden rd, Butcher High Court Pet Oct 18 Ord Oct 18

GOODMAN, ARTHUR F, High St, Bloomsbury, Motor Car Dealer High Court Pet Aug 30 Ord Oct 15

HANLEY, JOHN H, and DOUGLAS TURLE, Cannon St, Furniture Merchants High Court Pet Jan 7 Ord Oct 18

HARRIS, EDWARD, Wilson St, Finsbury, Timber Merchant High Court Pet Aug 14 Ord Oct 15

HARRIS, L, Bruce Grove, Tottenham, Blouse Manufacturers Edmonton Pet Sept 7 Ord Oct 18

HARRISON, LEONARD, Heanor, Derby, Grocer Derby Pet Oct 18 Ord Oct 18

HOLLOWAY, MINNIE, Torquay Exeter Pet Oct 18 Ord Oct 18

HOPKINS, ALBERT VICTOR, Birmingham, Builder Birmingham Pet Sept 14 Ord Oct 20

HOWARD, HORACE, Adam St, Baker St Windsor Pet Sept 25 Ord Oct 20

JOHNSON, JOHN LOUIS, Chesterfield, Tailor Chesterfield Pet Oct 19 Ord Oct 19

JOHNSON, JOHN WILLIAM, Tutbury, Staffs, Greengrocer Burton on Trent Pet Oct 18 Ord Oct 18

KAHREL, JOHN WARNER, Wilson St, Finsbury, Paper Agent High Court Pet Oct 18 Ord Oct 18

LANGLEY, ALFRED, Angmering, Sussex, Grocer Brighton Pet Oct 19 Ord Oct 19

LARNER, JOHN OSWALD, Hillsborough, Sheffield, Decorator Sheffield Pet Oct 18 Ord Oct 18

LIKEMAN, JOHN ADE, Reading, Grocer Reading Pet Oct 19 Ord Oct 19

LUNE, EDWARD, Radcliffe on Trent, Notts, Labourer Nottingham Pet Oct 16 Ord Oct 16

MATTHEWS, PERCY JOHN GOODWIN, Cranbourne rd, Muswell Hill, Bank Clerk Edmonton Pet Sept 29 Ord Oct 20

NICHOLL, CHARLES EDWIN, Southport, Butcher Liverpool Pet Oct 18 Ord Oct 18

NOYES, GEORGE HERBERT, York, Musical Instrument Dealer York Pet Oct 18 Ord Oct 18

PARKER, MARY, Ilford, Essex Chelmsford Pet Aug 2 Ord Oct 20

PEARCE, PETER JAMES, Tipton, Staffs, Window Cleaner Dudley Pet Oct 19 Ord Oct 19

READ, JAMES, Haven St, nr Ryde, Isle of Wight, Milk Retailer Newport Pet Oct 18 Ord Oct 18

SHERIDAN, CHARLES ADOLPHUS, Langley, Slough, Bucks Windsor Pet Aug 23 Ord Oct 19

SPEARING, ANDREW, Eccles, Lancs, Medical Practitioner Salford Pet Oct 9 Ord Oct 20

SOLOMON, CHARLES, Treadlaw, Glam, Clothier Pontypriid Pet Oct 4 Ord Oct 19

UNDERWOOD, HENRY WILLIAM (the Younger), York, Grocer York Pet Oct 18 Ord Oct 18

WAKLEY, SIDNEY HOLMES, Clifton, Bristol, Plumber Bristol Pet Oct 18 Ord Oct 19

Amended Notice substituted for that published in the London Gazette of Oct. 12:

MOONEY, EDWARD, Hoyle Bottom, Oswaldtwistle Blackburn Pet Oct 9 Ord Oct 9

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